



SERVICE AGREEMENT
Ross Innovative Employment Solutions Corp.

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This **SERVICE AGREEMENT** (the “**Agreement**”), dated as of the final signature on this Agreement (the “**Effective Date**”), is between **Milwaukee County**, a Wisconsin municipal body corporate, represented by its **Department of Child Support Services** (the “**County**”) and **Ross Innovative Employment Solutions Corp.**, a Delaware corporation with a primary place of business at 301 Orchard Street, Suite 2, St. Clair, MI 48079 (the “**Contractor**”), combined to be considered the Parties to this Agreement (“**Parties**”).

RECITALS

1. The State of Wisconsin’s Department of Children and Families (DCF) funds, develops, manages, and administers the Children First Program to provide services to court-ordered program participants. The State provides funding to local municipalities such as Milwaukee County to assist the County in establishing and administering a local version of the program for County constituents.
2. On May 3, 2021, the County issued RFQ #98210018: Children First Program, seeking qualified agencies to develop and administer its Children First Program and to provide case management services, job search assistance, work experience, training opportunities, and program documentation for all court-ordered program participants.
3. On June 18, 2021, the Contractor submitted a responsive and responsible Proposal in accordance with the RFQ (the “Proposal”), which is attached to this Agreement as Exhibit A.
4. The County selected the Contractor’s Proposal as the highest-scoring and winning Proposal after a review of all responsive and responsible proposals, based on the RFQ criteria and evaluation of the RFQ responses.

ACCORDINGLY, intending to be legally bound, the Parties agree as follows:

1. Definitions.

Terms defined in the preamble and recitals of this Agreement have their assigned meanings, terms defined throughout this Agreement have their assigned meanings, and the following terms have the meanings assigned to them:

“**Deliverables**” mean any item in Contractor’s Scope of Work that is first developed or created by the Contractor for the County’s use as a result of Services provided under this Agreement. Deliverables include training documents, reports, analysis, and/or other documentation related to the Services provided under this Agreement. Deliverables do not include Contractor’s copyrighted materials and documentation, or other work product in existence prior to the commencement of this Agreement, or first created by the Contractor in any manner not in connection with the Services provided in this Agreement.



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“MCCO” means the Milwaukee County Code of Ordinances in its most current and updated form, including legislation which has been enacted, but not yet codified. A codified version of the MCCO is available at: https://library.municode.com/wi/milwaukee_county/codes/code_of_ordinances

“Services” mean the services provided under this Agreement by Contractor and/or its identified staff.

2. Order of Precedence.

The Agreement includes the following documents, incorporated by reference, in the following order of precedence, which will be followed in resolving any inconsistencies between the terms of the Agreement and the terms of any Exhibits, Attachments, or Amendments to the Agreement:

- a. This Service Agreement;
- b. Milwaukee County’s Request for Proposal # 98210018 (Exhibit A)
- c. Compensation and Payment Method (Exhibit B)
- d. Insurance & Indemnity Acknowledgement Form (Exhibit C)
- e. Contractor’s Proposal (Exhibit D)
- f. TBE Participation Waiver (Exhibit E)
- g. EEOC Certificate (Exhibit F)
- h. Milwaukee County Information Technology Policies (Exhibit G)
- i. The State of Wisconsin Children First Program Guide (Exhibit H)
- j. Bureau of Child Support Program Security Policy, Sections 4.3, 5, 6 and 7 (Exhibit I)

3. Scope of Services.

Contractor shall specifically perform services as identified in its Proposal (Exhibit A). County reserves the right to withdraw any qualified recipient from the program, service, institution or facility of the Contractor at any time, when in the judgment of County, it is in the best interest of County or the qualified recipient so to do.

4. Staffing.

a. Assigned Staff, Oversight and Control.

Contractor shall provide all personnel required to perform the Services under this Agreement. Unless otherwise specified in this Agreement, Contractor shall determine the methods, procedures, and personnel policies to be used in initiating and furnishing services to eligible clients. Contractor and/or its subcontractors shall be the employer(s) of record for any personnel providing services under this Agreement and shall be solely responsible for the oversight and control of any staff.

a. Qualification.

Contractor represents that its employees and subcontractors possess the necessary skill, expertise, and capability, including the availability of sufficient personnel with the necessary qualifications, to perform the services required by this Agreement. Contractor shall provide, at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be the employees of, or have any other contractual relationship with, the County.



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b. Replacement.

Contractor shall not replace the employees listed above without the prior approval of the County. If the successor to any of those employees cannot be mutually agreed upon, the County shall have the right to terminate this Agreement upon thirty (30) days' notice. Any replacement of listed personnel shall be by persons of equal qualifications, which shall be attested to by Contractor. County may require Contractor to remove and/or replace any such personnel upon fifteen (15) days' written notice to Contractor. Without limitation to the foregoing, and when Contractor's personnel are on County's premises, Contractor will immediately remove and replace any Contractor personnel if County determines that such personnel violated, or may have violated, County's policies or work rules, or any other rule, regulation, statute, or law. Upon County's prior written consent, Contractor will also replace personnel when necessary and appropriate in County's opinion. Contractor agrees to maintain a consistent skill level among all replacement personnel, whether Contractor or County instigated the replacement.

c. Subcontracting and Contractor's Agents.

Contractor shall have a written and enforceable agreement in place with each of its subcontractors that will enable Contractor to perform its obligations under this Agreement. Agents used or supplied by Contractor in the performance of any Services are employees or agents of Contractor, and under no circumstances are such individuals to be considered employees of County. Contractor shall have the sole responsibility for the conduct of its personnel and agents, and for payment of its personnel's and/or agent's entire compensation, including salary, withholding of income and social security taxes, workers' compensation, employee and disability benefits and the like. Contractor shall be responsible for all employer obligations toward all of its personnel and/or agents under all applicable laws and all of County's policies.

d. Provision of Workspace and Materials.

Contractor shall provide all materials needed by Contractor's personnel in connection with the performance of Services under this Agreement at no additional expense to County.

5. Term and Termination.

a. Term.

The Term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until **December 31, 2022**, unless terminated in accordance with this Section.

b. Extension Term(s).

Upon expiration of the initial Term of this Agreement, at the County's option it may enter into up to four (4) one (1) year Extension Terms, subject to the terms and conditions of this Agreement ("**Extension Term**"). To execute the option to enter into an Extension Term, the County shall provide written notice to the Contractor of the intent to exercise the Extension Term option no fewer than thirty (30) days prior to the initial Term's expiry. The County may provide written notice in electronic format such as e-mail, provided it complies with Section 17 of this Agreement.



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c. Renegotiation of Terms.

This Agreement may be renegotiated in the event of changes required by law, regulations, court action, or inability of either party to perform as committed in this Agreement. Revision of this Agreement must be agreed to by both parties as evidenced by an addendum signed by their authorized representatives.

d. Termination.

The Parties may terminate this Agreement as detailed in this Section. Upon termination of this Agreement for any reason, the County shall retain any and all fully vested rights that exist on the effective date of that termination. In the event of termination, both Parties will be notified in writing in accordance with the Section 29: Notices.

i. Mutual Termination.

This Agreement may be terminated thirty (30) days following written notice by County or Contractor for any reason, with or without cause, unless an earlier date is determined by County to be essential to the safety and well-being of the program participants served by this Agreement. Contractor shall notify County, in writing, whenever it is unable to provide the required quality or quantity of services, or key personnel identified in Contractor's Proposal are no longer available to provide services. Upon such notification, County and Contractor shall determine whether such inability will require a revision or early termination of this Agreement.

ii. Termination for Breach.

Failure to maintain in good standing required licenses, permits and/or certifications, may, at the option of the County, result in immediate termination of this contract. Failure to comply with any part of this Agreement may be considered cause for early termination by the offended party. If the Contractor fails to fulfill its obligations under this Agreement in a timely or proper manner, or violates any of its provisions, the County shall there upon have the right to terminate it by giving thirty (30) days written notice of termination of Agreement, specifying the alleged violations, and effective date of termination. It shall not be terminated if, upon receipt of the notice, Contractor promptly cures the alleged violation prior to the end of the thirty (30) day period. In the event of termination, the County will only be liable for services rendered through the date of termination and not for the uncompleted portion, or for any materials or services purchased or paid for by Contractor for use in completing the Agreement.

iii. Termination for Lack of Funding.

Should County reimbursement from state or federal sources not be obtained or continued at a level sufficient to allow for payment for services in this Agreement, the obligations of each party shall be terminated. Reduction in reimbursement or payment from state or federal sources shall be sufficient basis for County to reduce the amount of payment to Contractor notwithstanding that Contractor may have provided the services.



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iv. Unrestricted Right of Termination by County.

The County further reserves the right to terminate the Agreement at any time for any reason by giving Contractor thirty (30) days written notice of such termination. In the event of said termination and upon receipt of notice of termination, the Contractor shall reduce its activities hereunder as mutually agreed to by the Parties. Upon said termination, Contractor shall be paid for all services rendered through the date of termination. This section also applies should the Milwaukee County Board of Supervisors fail to appropriate additional monies required for the completion of any services under the Agreement.

v. County's Retention of Rights.

County shall retain any and all fully vested rights that exist on the effective date of termination. In the event that County terminates this Agreement, County's liability and Contractor's exclusive remedy will be limited to County paying Contractor for Services and Deliverables completed in accordance with the terms of this Agreement, provided, however, that such payment will not exceed the unpaid amounts due under the Scope of Work.

6. Compensation.

a. Fees & Payments.

County shall compensate Contractor for work performed as a fixed fee per participant in the program as stated in the RFQ Section 5.2. County shall make payment to Contractor on a monthly basis per Participant in the program. **Milwaukee County does not guarantee any Participant volume or any minimum spend under this Agreement.**

County shall pay Contractor \$200.00 for registration of a Participant and any attempt to contact the Participant to provide services. If the Participant cannot be contacted and services are not provided, no additional billing may be made.

Upon satisfactory completion of the first 10 hours of services to a Participant, County will pay Contractor an additional \$400.00.

Upon full program completion by a Participant, the County will pay Contractor an additional \$200.00 for that Participant. Total billing per Participant for full completion of the program shall not exceed \$800.00.

b. Invoicing.

Contractor shall submit monthly invoices to the County which include the following information:

1. A reference to this Agreement, including the Effective Date;
2. The name and address of the Contractor;
3. An invoice number and invoice date;
4. Remittance name and address;
5. Name, title, and phone number of Contractor's contact for notification in the event of a defective or inaccurate invoice;
6. Deliverables and Participants billed for, referencing the Scope of Work;



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7. The date due; and
8. The amount billed.

Invoices must be submitted to:

Milwaukee County Department of Child Support Services
ATTN: Agnes Marcinowski
901 N. 9th Street, Room 101
Milwaukee WI 53233
Agnes.Marcinowski@milwaukeecountywi.gov

Contractor agrees to comply with all policies and procedures related to documentation of services provided under this Agreement as a condition of billing for the Services and shall submit billing reports for services provided to the County on or before the tenth (10th) working day of the month following delivery of the purchased services. County's payment of any invoice does not absolve the Contractor from a final accounting and settlement upon submission and review of Contractor's annual audit, or from audit recoveries arising from an on-site audit of Contractor's case records or other documentation in support of services billed. Billing reports received more than twenty (20) days following the termination of this Agreement will not be considered for payment by the County.

The County reserves the right to use a purchasing card to pay invoices.

c. Withholding of Payment.

Failure of Contractor to comply with contract requirements may result in withholding or forfeiture of any payments otherwise due Contractor from County by virtue of any County obligation to Contractor until such time as the contract requirements are met. County reserves the right to withhold payment or adjust Contractor's invoice and the payment procedures contained in Exhibit B, Compensation and Payment Method, where Contractor fails to deliver the contracted services in accordance with the terms of this Agreement, or any other relevant Milwaukee County Department of Child Support Services administrative policies. Contractor shall cooperate fully in all utilization review, quality assurance, and complaint/grievance procedures, and submit in a timely manner (if required) annual audit reports, corrective action plans, or any other requests for additional information by County. County may withhold payment entirely until requested or required information is received or, if applicable, until a written corrective action plan for improvement in services, compliance, or internal accounting control is received and approved by County.

d. Cost of Performance of Obligations.

Contractor is responsible for all charges, costs, and fees incurred as a result of performing its obligations and rendering its services under this Agreement, unless otherwise indicated.

e. State Prompt Pay Law Exemption.

State Prompt Pay Law, Section 66.285, does not apply to this Agreement.



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f. Late Payment.

As a matter of practice, the County attempts to pay all invoices within 30 days of receipt of an accurate invoice from Contractor and County's acceptance of the corresponding services that comply with the terms of this Agreement. If no disputes arise, and an invoice has not been paid 60 days after it was received by the County, the Contractor may file a claim for 12% (annual rate) on amounts not paid after the 60th day. **Invoices must be sent by mail or e-mail as indicated in provision 6(c) above to be considered received by the County.**

g. Fees, Permits, Taxes, and Licenses.

Milwaukee County is exempt from Federal Excise Taxes and Wisconsin State Sales Taxes. Any billing submitted by Contractor must be without such taxes; billings including such taxes will be rejected.

Contractor shall be responsible for all federal, state, and local permits, licenses, and fees, together with all governmental filing related to such permits, licenses, and fees, which arise out of Contractor's performance of services under this Agreement, or which arise as a result of any compensation paid to Contractor under this Agreement.

7. Ownership of Data.

Upon completion of the work or upon termination of the Agreement, it is understood that all completed or partially completed data, drawings, records, computations, survey information, and all other material that Contractor has collected or prepared in carrying out this Agreement shall be provided to and become the exclusive property of the County. Therefore, any reports, information and data, given to or prepared or assembled by Contractor under this Agreement shall not be made available to any individual or organization by Contractor without the prior written approval of County.

No reports or documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

8. Confidentiality, Record Keeping, and Access to Records.

Any case information obtained by any employee of Contractor, pursuant to the services provided in this Agreement, is confidential and shall be used exclusively for the performance of functions described in this Agreement. Any improper use or dissemination of information obtained will be considered grounds for sanction of Contractor and possible termination of this Agreement. The obligations of this section survive any expiration or termination of this Agreement.

Contractor will be responsible for safeguarding information received from County and may disclose information concerning applicants and recipients of child support services only in the administration of the programs under Wis. Stat. § 49.22 (2m). Any person violating this section may be fined pursuant to Wis. Stat. § 49.83.

Contractor agrees to comply with the following measures to protect the confidentiality of Kids Information Data System ("KIDS") information and to protect child support case information against unauthorized access or disclosure:



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- a. Only authorized Contractor employees shall be given access to KIDS. Said access shall be limited to the access levels necessary to perform job duties specified under this agreement.
- b. Contractor shall instruct all employees with access to KIDS information or other child support case information about the confidentiality required by state and federal law.
- c. Child support case information and KIDS data shall be used only to the extent necessary to administer child support cases and the child support services program, and shall not be used for any other purposes and may not be rereleased to any other organization or agency.
- d. KIDS information shall be stored in a place physically secure from access by unauthorized persons in conformance with the Department of Children and Families (DCF) Division of Family and Economic Security (DFES) policy regarding computer security. Such policy is found in the Division of Family Support (DFS) Security Manual, Appendices 4.3, 5, 6 and 7, see Exhibit I.
- e. Contractor shall attest that all personnel with access to KIDS information will adhere to the policies and procedures of DCF and state statutes regarding confidentiality and computer access that are referenced in Appendices 4.3, 5, 6 and 7 of the DCF Program Security Manual. This includes, but is not limited to, completing a DWSW-10 and DWSW-11 form for each person who ends employment with the Contractor who had access to KIDS and for each person no longer requiring access to KIDS. The child support agency director or designee may periodically review each staff person's access to KIDS to ensure that the level of access is consistent with the job duties.
- f. Contractor shall instruct all employees with access to KIDS information about the confidentiality required by state and federal law.
- g. Pursuant to Wisconsin statute and federal law [Wis. Stat. §§ 49.22(12) and 454 (26) of the Social Security Act], a child support agency may not release information about the whereabouts of a person, if the person seeking information is subject to a temporary restraining order or injunction with respect to the person about whom the information is sought, or if the child support agency has reason to believe that releasing the information might result in physical or emotional harm to the person about whom the information is sought. Child support workers are required to safeguard the privacy of such individuals by entering a participant privacy indicator in KIDS. KIDS data includes information about all case participants, including persons with privacy protection. Contractor will explain the sensitive nature of the privacy protection indicator to all agency personnel with access to case information and will comply with safeguards to protect the privacy of all parties, including individuals protected with a privacy protection indicator. Information about protected individuals may not be published, used, transmitted or otherwise shared, without first removing all information about location, employment or other information identifying the whereabouts of the protected individual.

Contractor shall maintain such records and financial statements as required by state and federal laws, rules, and regulations. Contractor shall retain all documentation necessary to adequately demonstrate the time, duration, location, scope, intervention, and effectiveness of services rendered under the Agreement. County reserves the right to deny payment of or require repayment for units of services reported by Contractor that



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are not supported by documentation required under this Agreement notwithstanding that Contractor may have provided the services.

Contractor shall maintain and, upon request, furnish to County, at no cost to County, any and all information requested by County relating to the quality, quantity, and cost of services covered by this Agreement and shall allow authorized representatives of County, the Milwaukee County Department of Audit, and County's funding sources to have access to all records necessary to confirm Contractor's compliance with the law and the specifications of this Agreement and any current relevant policies and procedures.

It is agreed that County representatives, the Milwaukee County Department of Audit and representatives of appropriate Federal, State or local agencies, not inconsistent with the applicable provisions of state and federal laws and regulations relating to the confidentiality of case records, shall have the right to inspect at all reasonable times case records, program and financial records and such other records of Contractor as may be requested to evaluate or confirm Contractor's charges for services or as may be necessary to evaluate or confirm Contractor's delivery of services.

It is further agreed that files, records and correspondence for this engagement must be retained for a period of at least four (4) years from the date of issuance of certified financial and compliance audit reports. Records shall be retained beyond the four-year period if an audit is in progress or exceptions have not been resolved.

9. Provision for Data and Information Systems Compliance.

Contractor shall either utilize computer applications that comply with County standards in maintaining program data related to the Agreement, or bear full responsibility for the cost of converting program data into formats useable by County applications. Contractor will comply with all applicable federal, state and county laws, rules and regulations, applicable to data processing and information systems compliance including, but not limited to, the provisions of the Milwaukee County Resolution on Security Policy and Guidelines, File No. 92-546, as it applies to data processing security and as indicated in the Milwaukee County Information Technology Policies (Exhibit G).

10. Inspection of Premises and County Site Audits.

Contractor shall allow visual inspection of Contractor's premises to County representatives and to representatives of any other local, state, or federal government unit. Inspection shall be permitted without formal notice at any times that care and services are normally being furnished.

Contractor and County mutually agree that County's representatives including the Milwaukee County Department of Child Support Services and the Milwaukee County Audit Services Division as well as state and federal officials, reserve the right to review Board approved by-laws, minutes, policies and procedures, employee files and employment records, client attendance and case records, billing and accounting records, financial statements, certified audit reports, auditor's supporting work papers and computer disks, or other electronic media, which document the audit work, and perform such additional audit procedures as may be deemed necessary and appropriate, it being understood that additional overpayment refund claims or adjustments to prior claims may result from such reviews. Such reviews may be conducted for a period of at least five (5) years following the latter of Agreement termination, or receipt of audit report, if required.



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11. County Rights of Access and Audit.

The Contractor, Lessee, or other party to the Agreement, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as “**Designated Personnel**”) and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Contractor, Lessee, or other party to the Agreement, related to the terms and performance of the Agreement for a period of up to three years following the date of last payment, the end date of this Agreement, or activity under this Agreement, whichever is later. Any subcontractors or other parties performing work on this Agreement will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this Agreement will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. The Contractor, Lessee, or other party to the Agreement, and any subcontractors understand and will abide by the requirements of Section 34.09 (Audit) and Section 34.095 (Investigations Concerning Fraud, Waste, and Abuse) of the Milwaukee County Code of Ordinances (“**MCCO**”).

12. Agency and Program Audits.

Contractor shall submit to Milwaukee County annually, on or before a date agreed upon by Contractor and Milwaukee County, **one (1) original copy** mailed to address provided below and one soft copy emailed to sandra.stevens@milwaukeecountywi.gov (*see instructions below for subject line) of an Agency-wide Audit for each Calendar Year covered by this Agreement if the total amount of annual funding provided by Milwaukee County through this and other contracts and agreements is \$100,000 or more, unless waived by Milwaukee County. Contractor may request, and with written consent of County provide, an annual Program Audit in lieu of the annual Agency-wide Audit. The audit shall be performed by an independent certified public accountant (CPA) licensed to practice by the State of Wisconsin. CPA audit reports are required under Wisconsin Statutes, Section 46.036 (4)(c). This provision shall survive the termination of this Agreement regardless of the reason.

- a. **Contractors reporting on a fiscal year other than a calendar year** shall be considered in compliance with the audit requirements upon submittal of Contractor’s fiscal year audit, meeting the audit requirements in Section 8, part A subparts (1),(2), and (3) below, within 180 days of the fiscal year closing, plus financial statements including required supplemental schedules covering the period from the start of each fiscal year compiled by a CPA licensed to practice by the State of Wisconsin. Compiled supplemental schedules are due on or before December 1 of each calendar year covered by this Agreement. This provision shall survive the termination of this Agreement regardless of the reason.
- b. **Non-profit Contractors who received aggregate federal financial assistance of \$750,000 or more, either directly or indirectly**, shall submit to Milwaukee County, on or before a date mutually agreed upon by Contractor and County, **one (1) original copy and one (1) soft copy emailed to** sandra.steven@milwaukeecountywi.gov (*see instructions below – subject line) of a certified audit report for each Calendar Year covered by this Agreement, performed in accordance with the Office of Management and Budget (OMB) Circular Uniform Grant Guidance under Part 200 (online at http://www.whitehouse.gov/omb/grants_docs) or per 48 CFR part 31, if the Contractor meets the criteria of that Circular for needing an audit in accordance with that Circular. This provision shall survive the termination of this Agreement regardless of the reason.



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***Subject Line for soft copy Audit Report – “Agency Name [Calendar Year] Audit Report”**

All audits submitted by Contractor per above requirements shall also be conducted in conformance with the following standards:

- (1) Standards applicable to financial audits contained in *Government Auditing Standards* (GAS), December 2011 Revision published by the Comptroller General of the United States; and
- (2) Generally accepted auditing standards (GAAS) adopted by the American Institute of Certified Public Accountants (AICPA).

Requests for substitution of Program Audit for Agency-wide Audit, audit waiver, and/or extension requests must be in writing. Requests for substitution of Program Audit for Agency-wide Audit, audit waiver and/or extension requests must be sent to the following address no later than five months after the end of the Contractor’s fiscal year, or such later date mutually agreed to by Contractor and Milwaukee County. Extensions of the deadline for submission of the audit are at the sole discretion of County. If Contractor determines an extension is necessary, County must receive a request for an extension not later than thirty (30) days prior to the due date for the audit. A request for an extension must include:

- (1) An explanation as to why an extension is necessary;
- (2) The date upon which the County will receive the audit;
- (3) The unaudited financial statements of the Contractor; and
- (4) Any additional information Contractor deems relevant to County's determination.

No extension will be granted for a period greater than ninety (90) days beyond the original date that the audit was due. Requests for extension of audit due date or waiver must be submitted to:

Milwaukee County Department of Child Support Services
Contract Administrator
901 N. 9th St Room 101
Milwaukee, WI 53233

Financial Statements shall be prepared in conformity with accounting principles generally accepted in the United States of America and on the accrual basis of accounting. Contractor must request, and receive written consent of County to use other basis of accounting in lieu of accrual basis of accounting. CPA audits and reports referenced above shall contain the following Financial Statements, Schedules and Auditors' Reports:

- c. **Financial Statements and Supplemental Schedules:**
 - i. **Comparative Statements of Financial Position** – For Agency-wide audits only.
 - ii. **Statement of Activities** – For Agency-wide audits only.
 - iii. **Statement of Cash Flows** – For Agency-wide audits only.



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d. Independent Auditors Reports and Comments:

- i. "Opinion on Financial Statements and Supplementary Schedule of Expenditures of Federal and State Award" including comparative statements of financial position, and related statements of activities and cash flow of entire agency.

Or, for Program Audits

"Opinion on the Financial Statement of a Program in Accordance with the Program Audit."

Or, for Program Audits

"Report on Compliance with Requirements Applicable to the Program and on Internal Control over Compliance Performed in Accordance with the Program Audit."

- ii. "Report on Compliance with Requirements Applicable to Each Major Program and Internal Control over Compliance in Accordance with OMB Part 200 Uniform Grant Guidance" (applicable only if the audit is also in accordance with OMB Part 200 Uniform Grant Guidance).

- iii. Schedule of findings and questioned costs to include:

1. Summary of auditor's results on financial statements, internal control over financial statements and compliance, and if applicable the type of report that the auditor issued on Compliance for Major Federal Programs;
2. Findings related to the financial statements of the Contractor or of the program which are required to be reported in accordance with Generally Accepted Government Auditing Standards (GAGAS);
3. Findings and Questioned Costs for Federal Awards which shall include audit findings as defined in section .510(a) of OMB Part 200-Uniform Grant Guidance, if applicable;
4. Doubt on the part of the auditors as to the auditee's ability to continue as a going concern;
5. Other audit issues related to grants/contracts with funding agencies that require audits to be performed; and
6. Whether a Management Letter or other document conveying audit comments was issued as a result of the audit.

- iv. A copy of the Management Letter or other document with auditor's comments issued in conjunction with the audit shall be provided to County, along with Management's response to the Management Letter. If no Management Letter was issued, the schedule of findings and questioned costs shall state that no Management Letter was issued.



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e. Contractor Prepared Schedules and Responses:

- i. Schedule of prior-year audit findings indicating the status of prior-year findings related to County funded programs. If no prior year findings were reported, the schedule must state that no prior year findings were reported.
- ii. Corrective Action Plan (CAP), for all current-year audit findings related to County funded programs and/or financial statements of the Contractor. The Corrective Action Plan shall be prepared by Contractor, and must include the following: name of the contact person responsible for the preparation and implementation of the corrective action plan; the planned corrective action; and, the dates of implementation and anticipated completion.
- iii. Management's responses to each audit comment and item identified in the auditor's Management Letter.

f. General:

The following is a summary of the general laws, rules and regulations with which the auditor should be familiar in order to satisfactorily complete the audit.

- i. Government Auditing Standards, (Standards for Audit of Government Entities, Programs, Activities, and Functions), current Revision.
- ii. OMB Uniform Grant Guidance Part 200.
- iii. The allowability of costs incurred by commercial organizations is determined in accordance with the provisions of the Federal Acquisition Regulation (FAR) at 48 CFR Part 31 - Contract Cost Principles and Procedures.
- iv. Wisconsin State Statutes, Sections 46.036, 49.34, Purchase of Care and Services.
- v. State of Wisconsin, Department of Administration Single Audit Guidelines – Latest Revision.
- vi. State of Wisconsin Department of Children and Families Allowable Cost Policy Manual, Latest Revision.
- vii. AICPA Generally Accepted Auditing Standards.

- g.** Contractor hereby authorizes and directs its Certified Public Accountant, if requested, to share all work papers, reports, and other materials generated during the audit with County or County's representative(s) including the Milwaukee County Department of Child Support Services and the Milwaukee County Division of Audit Services (DAS) as well as state and federal officials. Such direct access shall include the right to obtain copies of the work papers and computer disks, or other electronic media, which document the audit work. Contractor shall require its CPA to retain work papers for a period of at least seven (7) years following the latter of Agreement termination, or receipt of audit report by County. This provision shall survive the termination of this Agreement regardless of the reason.



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- h. Contractor and County mutually agree that County or County's representative(s), including the Milwaukee County Department of Child Support Services and the Milwaukee County Division of Audit Services as well as state and federal officials, reserve the right to review certified audit reports, supporting workpapers, or financial statements, and perform additional audit work as deemed necessary and appropriate, it being understood that additional overpayment refund claims or adjustments to prior claims may result from such reviews. Such reviews may be conducted for a period of at least seven (7) years following the latter of Agreement termination, or receipt of audit report, if required. This provision shall survive the termination of this Agreement regardless of the reason.
- i. Contractors reporting on a **fiscal year other than a calendar year shall be considered in compliance with Agreement reporting requirements** upon submittal of the following **unaudited** schedules:
 - i. A schedule of revenue and allowable costs allocated by funding source, and by program, covering the period from the end of the Contractor's fiscal year covered by this Agreement for each program or activity identified as a fee for service agreement with Milwaukee County, referenced as a line item on the Attachment I of a Service Agreement. The schedule(s) shall be compiled by Contractor's independent public accountant, with an accountant's compilation report, for the period from the close of Contractor's fiscal year through the end of the calendar year, on or before a date mutually agreed to by Contractor and County.
 - ii. If Contractor's fiscal year encompasses two contract years, Contractor shall submit a "bridging schedule" prepared by a CPA, which identifies program revenues and allowable costs for each of the two calendar year contract periods. The "bridging schedule" shall reconcile the two calendar year contract periods to the fiscal year totals for each program reported in the most current fiscal year audit report.
- j. **Maintenance of Records.**
Contractor shall maintain records for audit purposes for a period of at least seven (7) years following the latter of Agreement termination or receipt of audit report by County. This provision shall survive the termination of this Agreement regardless of the reason.

13. Audits and Contractor's Subrecipients

Contractors who subcontract with other providers for the provision of care and services are required by federal and state regulations to monitor their subrecipients.

Contractors shall have on file, and available for review by Milwaukee County and its representatives, copies of subrecipient's CPA audit reports and financial statements. These reports and financial statements shall be retained for a period of at least seven (7) years following the latter of Agreement termination, or receipt of audit report, if required. This provision shall survive the termination of this Agreement regardless of the reason.

Subrecipient shall maintain and, upon request, furnish to County, at no cost to County, any and all information requested by County relating to the quality, quantity, or cost of services covered by the subcontract and shall allow authorized representatives of County, the Milwaukee County Division of Audit Services (DAS) and County's funding sources to have access to all records necessary to confirm subrecipient's compliance with



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Ross Innovative Employment Solutions Corp.

law and the specifications of this Agreement and the subcontract. This provision shall survive the termination of this Agreement regardless of the reason.

It is agreed that County representatives, the Milwaukee County Division of Audit Services (DAS) and representatives of appropriate state or federal agencies shall have the right of access to program, financial and such other records of subrecipient as may be requested to evaluate or confirm subrecipient's program objectives, participant case files, costs, rates and charges for the care and service, or as may be necessary to evaluate or confirm subrecipient's delivery of the care and service. It is further understood that files, records and correspondence for subcontracted engagement must be retained by subrecipient for a period of at least seven (7) years following the latter of Agreement termination, or receipt of subrecipient's audit report, if required. This provision shall survive the termination of this Agreement regardless of the reason.

Subrecipient shall allow visual inspection of subrecipient's premises to County representatives and to representatives of any other local, state, or federal government unit. Inspection shall be permitted without formal notice at any time that care and services are being furnished.

14. Failure to Comply with Audit Requirements:

If Contractor fails to have an appropriate audit performed or fails to provide a complete audit-reporting package to the County, or fails to request and receive an audit submission waiver (if applicable/available) or extension of time to submit audit, as required by this Agreement within the specified timeframe, the County may:

- a. Conduct an audit or arrange for an independent audit of Contractor and charge the cost of completing the audit to Contractor;
- b. Charge Contractor for all loss of Federal or State aid or for penalties assessed to County because Contractor did not submit a complete audit report within the required time frame;
- c. Disallow the cost of the audit that did not meet the applicable standards; and/or
- d. Withhold or suspend any or all payments due the Contractor from County.
- e. Suspend, reduce or terminate the Contract/Agreement, or take other actions deemed by County to be necessary to protect the County's interests.
- f. In the event of selection by County of an organization or individual to complete an audit of Contractor's financial statements, County shall withhold from future payments due to the Contractor from County an amount equal to any additional costs incurred by the County for the completion of an audit of Contractor's records by an auditor selected by County.
- g. County may withhold or recover a sum of \$1,500 from payments due to the Contractor from County as liquidated damages.
- h. County may impose additional monitoring and/or reporting requirements on contractor. Or take any other action that County determines is necessary to protect federal or state funding.



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- i. These provisions shall survive the termination of this Agreement regardless of the reason.
- j. Upon receipt of the audit report, County will complete preliminary review of all audits received to determine whether additional information is required and notify Contractor of any additional information required to complete review. Once the complete audit is received, County will complete a compliance review and notify Contractor of County's actions on the audit report.
- k. Contractor agrees to submit to Child Support Services plans for correcting weaknesses identified in audit reviews. Failure on the part of the Contractor to comply with these requirements shall result in withholding of any payments otherwise due the Contractor from Child Support Services and ineligibility for future agreements/contracts with Child Support Services until six months after such time as these requirements are met. This provision shall survive the termination of this Agreement regardless of the reason.
- l. Contractor agrees that the Child Support Services is entitled to repayment of amounts identified as a result of the audit required under this section and acknowledges that failure to repay such amounts may result in legal action as determined by Milwaukee County Corporation Counsel. Interest and any legal expenses incurred by Child Support Services in collection of these amounts shall be charged to the Contractor on outstanding repayments as set forth in section 46.09 (4) (d) (8) Milwaukee County General Ordinances. This provision shall survive the termination of this Agreement regardless of the reason.
- m. Contractor and County mutually agree that the Milwaukee County Child Support Services or its agents, the Milwaukee County Director of Audits, as well as state and federal officials, reserve the right to review certified audit reports or financial statements and perform additional audit work as deemed necessary and appropriate. It is understood that additional overpayment refund claims or adjustments to prior claims may result from such reviews. This provision shall survive the termination of this Agreement regardless of the reason.
- n. The Contractor consents to the use of statistical sampling and extrapolation as the means to determine the amounts owed by the Contractor for any Child Support Services programs as a result of an investigation or audit conducted by Child Support Services or its agents, the Milwaukee County Division of Audit Services (DAS), the Federal Bureau of Investigation, or an authorized agent of any of these. This provision shall survive the termination of this Agreement regardless of the reason.
- o. If the County has waived the audit requirement for this Agreement under Wisconsin Statute s. 46.036, this waiver does not absolve Contractor from meeting any federal audit requirements that may be applicable or any audit requirements of other contracts. Waiver of the audit, or failure of Contractor to receive County funding under this Agreement and other County Agreements at a level that would require an audit does not absolve Contractor from submitting an un-audited schedule of program revenue and expenses as a final accounting to determine final settlement under this Agreement. This provision shall survive the termination of this Agreement regardless of the reason.



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15. Affirmative Action.

The Contractor assures that it will undertake an affirmative action program as required by MCCO 56.17(1d), to ensure that no person shall, on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in MCCO 56.17(1d). The Contractor assures that no person shall be excluded, on these grounds, from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Contractor assures that it will require that its covered organizations provide assurances to the Contractor that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by MCCO 56.17(1d), to the same effect.

16. Targeted Business Enterprise Goals.

- a. Contractor shall comply with all provisions imposed by or pursuant to MCCO Chapter 42 as regards Targeted Business Enterprise ("TBE") participation on County projects, when and where applicable, and as said Ordinance may be amended. The County shall notify Contractor in the event that new ordinances are issued.
- b. Contractor shall adhere to the approved TBE participation plan contained in this Agreement as Exhibit E, which assures that a required minimum participation percentage of the Agreement be attributed to a firm certified by the County or an entity whose certification is recognized by the County throughout the term of this Agreement. Approval must be obtained from the County prior to making any change(s) to the approved TBE participation plan.

The parties agree that no TBE goal has been established and no goal is required under this Agreement.

17. Non-Discrimination, Affirmative Action, Civil Rights Compliance, and Equal Employment Opportunity

No eligible client shall be unlawfully denied services or be subjected to discrimination because of age, race, religion, color, national origin, sex, sexual orientation, location, handicap, physical condition, or developmental disability as defined in s. 51.01(5) Wisconsin Statutes.

Contractor agrees not to unlawfully discriminate against any employee or applicant for employment because of age, race, religion, color, national origin, sex, sexual orientation, handicap, physical condition, or developmental disability as defined in s. 51.01(5) Wisconsin Statutes.

Contractor agrees to comply with the provisions of Section 56.17 County General Ordinances which is attached hereto by reference and incorporated herein as though fully set forth herein.

Contractor agrees that it will comply with the provisions of the *CRCP for Profit and Non-Profit Entities* which includes Affirmative Action, Equal Opportunity and Limited English Proficiency Plans, online at: <https://dcf.wisconsin.gov/civilrights/plans>

Consistent with the requirements of the U.S. Department of Health and Human Services and the State of Wisconsin Department of Workforce Development (DWD), Contractor with 25 Employees AND any combination of funding in the amount of \$25,000 or more from Purchaser and/or the State are required to complete and submit a copy of a Civil Rights Compliance Plan (CRCP) to include Affirmative Action, Equal Opportunity, and



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Limited English Proficiency (LEP) Plans prior to execution of this agreement **or** Contractor may submit a copy of the State approval letter to Purchaser in lieu of the CRCP.

Contractor with direct State contracts with DWD with fewer than 25 employees, or Network Providers receiving less than \$25,000 in direct State funding are required to file a Letter of Assurance with DWD, and a copy with Milwaukee County. Contractor with fewer than 25 employees or Contractors receiving less than \$25,000 in funding or payment from Milwaukee County are required to file a Letter of Assurance with Milwaukee County.

Completion forms, instructions, sample policies and plans are posted at:

<https://dcf.wisconsin.gov/civilrights/plans>

Milwaukee County will take constructive steps to ensure compliance of the contractor with the provisions of this subsection. Contractor agrees to comply with Civil Rights monitoring reviews performed by Milwaukee County including the examination of records and relevant files maintained by Contractor. Contractor further agrees to cooperate with Milwaukee County in developing, implementing, and monitoring corrective action plans that result from any reviews.

18. Indemnity & Insurance

Indemnity and insurance shall follow the requirements laid out in the Indemnity & Insurance Acknowledgment Form, attached as Exhibit C.

19. Continuity of Service.

- a. Contractor recognizes that the services under this Agreement are vital to the County and must be continued without interruption and that, upon Agreement expiration or termination, a successor, either County or another contractor, may continue them. Contractor agrees to: (i) furnish phase-in training; and (ii) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- b. Contractor shall, upon Contractor's written notice: (i) furnish phase-in, phase-out services for up to thirty (30) days after this Agreement expires or terminates for any reason; and (ii) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to County's approval. Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Agreement are maintained at the required level of proficiency.
- c. Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Agreement. Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.



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20. Confidentiality.

Contractor agrees that all work product and oral reporting shall be provided only to or as directed by the individual who is signing this Agreement on behalf of the County department, below, and not any other person or entity, including any other County employee or official. Contractor further agrees that, aside from obligations under the public records law as more fully described in Section 19 of this Agreement and as determined in cooperation with the County, Contractor shall maintain all materials and communications developed under or relating to this Agreement as confidential and shall disclose them only to or as directed by the individual who is signing this Agreement on behalf of the County department, below. Contractor understands that breach of confidentiality, especially regarding information that is not subject to public records law disclosure, may harm or create liability for the County and may require Contractor to indemnify County as provided in Section 12 of this Agreement.

21. Prohibited Practices.

a. Conflict of Interest.

During the period of this Agreement, the Contractor shall not hire, retain or utilize for compensation any member, officer, or employee of County or any person who, to the knowledge of the Contractor, has a conflict of interest.

b. Code of Ethics.

Contractor hereby attests that it is familiar with Milwaukee County's Code of Ethics which states, in part,

"No person shall offer or give to any public official or employee, directly or indirectly, and no public official or employee shall solicit or accept from any person, directly or indirectly, anything of value if it could reasonably be expected to influence the public official's or employee's vote, official actions or judgment, or could reasonably be considered as a reward for any official action or inaction or omission by of the public official or employee."

Additionally, the Contractor shall ensure all subcontractors and employees are familiarized with the statement above.

c. Non-Conviction for Bribery.

The Contractor hereby declares and affirms that, to the best of its knowledge, none of its officers, directors, partners, or employees directly involved in obtaining contracts have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the federal government.

22. Compliance with County's Policies.

a. **Safety and Security Policies.** Contractor agrees to use all commercially reasonable efforts to cause any of its employees who provide services under this Agreement on County's premises to comply with County's safety and security policies that County communicates to the extent that such policies are applicable to the site where Contractor's employees are providing services. Notwithstanding the above, such standard safety and security policies shall not include policies related to drug testing.



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- b. **Drug Use Policies.** Unless conflicting to any laws where the services are being provided, in which case this section is not enforceable, Contractor will advise any Contractor employee who provides services under this Agreement on County's premises of County's right to require an initial drug screen prior to the commencement of the assignment and, further, to require a drug screen at any time during the assignment either:
- i. If County believes, in good faith, that the Contractor's employee is under the influence of an illegal substance, or
 - ii. As a consequence of an accident caused by or involving the Contractor's employee on County's premises during the performance of this Agreement and likely to have been related to Contractor's employee's use of an illegal substance.

Drug screening (unless provided by the County) shall be performed by Contractor at Contractor's expense, and Contractor will address any positive results and handle accordingly. Contractor's employee will not be permitted to perform the services if a positive result of the drug screen is determined.

c. **Vaccine Mandate**

All personnel of Contractor performing services or otherwise engaging in activities under or in connection with this Agreement at locations owned or controlled by County (each, a "County Facility") must be fully vaccinated against the novel coronavirus known as COVID-19, including any variants, with a vaccine authorized for use in the United States by the Centers for Disease Control. Contractor shall provide proof of vaccination status for all such personnel prior to their arrival at a County Facility. Such proof shall include, at a minimum, two forms of proof from the list provided in Milwaukee County Administrative Order 21-3v2, Section III.a, or such alternative forms of proof as the County may direct from time to time. Failure to provide proof of vaccination status for any personnel assigned to or otherwise engaging in activities under this Agreement will constitute a material default under hereunder. County reserves the right to bar from any County Facility any Contractor personnel for whom proof of vaccination status has not been provided and Contractor will not be excused from performing its obligations hereunder if County exercises such right. In addition to any other indemnity obligations hereunder, Contractor will indemnify, defend and hold harmless County from and against any claims, losses, costs, damages and expenses, including reasonable attorney's fees, brought against or incurred by County and arising from or related to:

- i. Contractor's failure to provide proof of vaccination as provided herein and/or
- ii. the presence of any Contractor personnel at a County Facility who are not vaccinated against COVID-19 as required hereunder.

23. **Required Disclosures.**

Contractor shall furnish County with written disclosure of any financial interest, purchase or lease agreements, employment relationship, or professional services/consultant relationship which any of Contractor's employees, officers, board members, stockholders, or members of their immediate family may

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Ross Innovative Employment Solutions Corp.

have with respect to any supplier to Contractor of goods and services under this Agreement. The relationship extends to partnerships, trusts, corporations or any proprietary interest that could appear to or would allow one party to influence the other party in a related party transaction.

24. Certification Regarding Debarment and Suspension.

Contractor certifies to the best of its knowledge and belief, that Contractor's Business Entity; its Principals, including all owners, partners, or stockholders; and Contractor's Personnel, including, but not limited to, Contractor's employees, officers, directors, board members, consultants, contractors, and agents whether defined as "Key Personnel" or not, billed for under this Agreement:

- a. Are not currently excluded, debarred, suspended, proposed for debarment, or other wise ineligible to participate in any Federal procurement or non-procurement programs; or
- b. Have not been charged with a criminal offense that falls within the ambit of 42 U.S.C. s. 1320a-7(a), but for which they have not yet been excluded, debarred, suspended, or otherwise declared ineligible; or
- c. Have not been excluded, debarred, suspended, or otherwise declared ineligible or voluntarily excluded from covered transactions by any other federal, state, county or local governmental department or agency;
- d. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state, county or local governmental department or agency;
- e. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining or attempting to obtain, or performing a public (federal, state or local) transaction or Agreement under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- f. Are not presently indicted for or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in (D); and
- g. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

25. Debarment by Milwaukee County.

Contractor may have any or all agreements with Milwaukee County terminated for cause, and/or may be debarred from future contracting opportunities with County for commission of, but not limited to, the following offenses: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing under a contract or agreement with the County; violation of Federal or State antitrust statutes; commission of embezzlement, theft, forgery or bribery; falsification or destruction of records including, but not



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limited to, case records, financial records, or billing records; making false statements; receiving stolen property; engaging in conduct or practices that endanger the health or safety of participants/families; failure to comply/cooperate with County Quality Assurance reviews or audits; failure to permit access to or provide documents and records requested by the County; failure to correct findings or other conditions identified in a Quality Assurance review, County audit or annual independent audit; any other breaches of this Agreement.

Department action debaring Contractors from future contractual relationships with the County extends to all owners, partners, officers, board members, or stockholders of Contractor and to all organizations, regardless of legal form of business, in which Contractor or any of the above individuals have any interest, as an employee, partner, officer, board member, or stockholder, or any other proprietary interest in a partnership, trust, corporation, or any other business which would allow them to influence an organization that is in a contractual relationship with, or attempting to obtain a contract or agreement with the County.

Any Contractor that has had one or more agreements with the County terminated for cause or default, or that has been debarred from contracting opportunities with the County for commission of any of the offenses enumerated above, shall not be permitted to apply for, or engage in, providing Services under any agreement with the County for a minimum of two years from commencement date of termination or debarment.

26. Conditional Status and Suspension.

a. Conditional Status

"Conditional Status" is defined as a period of time for up to one year when an agency will be more closely monitored and reviewed for compliance with the provisions of this Agreement. This monitoring may include site visits and requests for documentation/records review. In addition, the following restrictions or requirements may be applied solely or in combination:

- i. A restriction on the number of new referrals the Contractor may service.
- ii. A restriction on the number of services the Contractor is allowed to provide.
- iii. A requirement that prior to payment the Contractor shall submit documentation of services provided.

Agencies Subject to Conditional Status Include:

i. New Contractors.

New Contractors will be subject to Conditional Status for one year from the effective date of the initial Agreement.

ii. Current Contractors

Current Contractors may be placed on Conditional Status when one of the following conditions occurs:

- a. Previous suspension, which may or may not include compliance with a corrective action plan.
- b. Critical incident/complaint, which may or may not include compliance with a corrective action plan.



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Lack of compliance with a corrective action plan can lead to further sanctions as referenced in this Agreement.

b. Suspension

County shall have the right to suspend the Contractor for a period to be determined by County for any or all of the following reasons:

- i. Contractor has failed to comply or cooperate with a Quality Assurance Review or Audit.
- ii. Contractor has failed to correct findings or other conditions identified in a Milwaukee County audit or annual independent audit.
- iii. Contractor is under investigation as a result of a Critical Incident/Complaint.
- iv. Contractor is under investigation for fraudulent business practices.
- v. Contractor has failed to comply with a corrective action plan from a previous audit/critical incident/complaint finding.
- vi. Findings resulting from a site review or audit of the Contractor that document quality concerns related to County policies, procedures, or services.
- vii. Failure of Contractor to respond to communication from County for a period of 30 days or more.
- viii. Other breaches of this Agreement.

Contractors that are suspended will be prohibited from receiving new referrals or may be prohibited from providing any and all services for existing cases.

County reserves the right to determine the scope and duration of the suspension, as well as the process/methodology of any investigation resulting from the circumstances leading to the suspension.

The Contractor will be notified in writing in accordance with Section 29 (Notices) of this Agreement of the reason for the suspension and the decision regarding reinstatement or termination.

c. Payments to Contractors Under Suspension

Suspended Contractors may be paid for authorized and substantiated services provided before or during a suspension. If the suspension is for a specific service or specific service within a specific program, the Contractor may be paid for other approved services provided during the suspension period. However, County reserves the right to withhold payment for all authorized and billed services if the nature of the suspension is for undocumented or otherwise unsubstantiated care provided by the Contractor to a Milwaukee County client or other actions by Contractor which have harmed or threatened to harm the welfare of Milwaukee County clients. Withholding such payments will remain in effect until a County review of the suspension is completed and a determination for reinstatement or termination of Agreement is made.

27. Labor Peace Agreement to Reduce the Likelihood of Labor Disputes.

Where applicable, Contractors shall comply with the provisions of Chapter 31 of the General Ordinances of Milwaukee County that is incorporated herein by reference and made a part of this Agreement as if physically attached hereto.



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28. Health Insurance Portability and Accountability Act of 1996

a. General Provision of Intent.

Both parties to this Agreement confirm their complete intention of complying with the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and will undertake any and all changes in their respective data collection and sharing systems, in their patient and consumer relations programs, and in their medical record and information sharing systems to address current or future requirements of HIPAA as determined by the U.S. Department of Child Support Services (HHS) or the Wisconsin Office of the Commissioner of Insurance.

b. Changes to the Agreement.

Both parties agree that changes to the Agreement that might be necessary for one or both parties to meet the requirements of the Health Insurance Portability and Accountability Act shall be made upon discussion and execution of a document containing the necessary changes. Neither party will withhold agreement to reasonable modifications necessary to the Agreement that are necessary for one or both parties to comply with HIPAA.

29. Notices.

All notices with respect to this Agreement shall be in writing. Except as otherwise expressly provided in this Agreement, a notice shall be deemed duly given and received upon delivery, if delivered by hand, or three days after posting via US Mail, to the party addressed as follows:

To Contractor:

Ross Innovative Employment Solutions Corp.

ATTN: Lynn Fournier, VP, Contracts Management
301 Orchard Street, Suite 2
St. Clair, MI 48079
lfournier@rossworks.com

To County:

Milwaukee County Department of Child Support Services
ATTN: Jim Sullivan, Director
Courthouse Room 101
901 N. 9th Street
Milwaukee, WI 532
James.Sullivan@milwaukeecountywi.gov

With a Copy to:

Milwaukee County Corporation Counsel
901 N. 9th Street, Room 303
Milwaukee, WI 53233
Margaret.Daun@milwaukeecountywi.gov

Either party may designate a new address for purposes of this Agreement by written notice to the other party.

30. Public Records.

Both parties understand that the County is bound by the public records law, and as such, all of the terms of this agreement are subject to and conditioned on the provisions of Wis. Stat. § 19.21, *et seq.* Contractor hereby agrees that it shall be obligated to assist the County in retaining and timely producing records that are subject



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to the Wisconsin Public Records Law upon any statutory request having been made, and that any failure to do so shall constitute a material breach of this agreement, whereupon the contractor shall then and in such event be obligated to indemnify, defend and hold the County harmless from liability under the Wisconsin Public Records Law occasioned by such breach. Except as otherwise authorized by the County in writing, records that are subject to the Wisconsin Public Records Law shall be maintained for a period of three years after receipt of final payment under this agreement.

31. Independent Contractor.

Nothing contained in this Agreement shall constitute or be construed to create a partnership or joint venture between County or its successors or assigns and Contractor or its successors or assigns. In entering into this Agreement, and in acting in compliance herewith, Contractor is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder. Nothing contained in this Agreement shall give Contractor any authority to supervise, manage, and/or direct County employees.

32. Electronic Documents Considered Writing.

Any document properly transmitted by computer access will be considered a "writing" delivered in connection with this Agreement. Electronic documents will be considered signed by a Party if they contain an agreed-upon electronic identification symbol or code as required by law. Electronic documents will be deemed received by a Party when accessible by the recipient on the computer system.

33. Compliance with Laws.

The Contractor agrees to comply with all applicable federal, state, and local statutes, laws, rules, regulations, ordinances, and all policies, procedures, standards, and regulations of any accreditation agencies or bodies. The Contractor agrees to hold the County harmless from any loss, damage, or liability resulting from a violation on the part of the Contractor of any such laws, rules, regulations, policies, procedures, standards, or ordinances.

34. Choice of Law.

This Agreement shall be governed, interpreted, construed, and enforced in accordance with the internal laws of the State of Wisconsin, without regard to its conflict of laws principles. Any litigation over the enforceability of the provisions herein or to enforce any rights hereunder shall be in state court with venue in Milwaukee County.

35. Assignment Limitation, Subcontracts.

This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other. Assignment of any portion of the work by subcontract must have the prior written approval of County.

36. Severability.

If any part of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity or enforceability of the remainder of this Agreement, unless the Agreement so construed fails to meet the essential business purposes of the Parties as manifested herein.



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37. Modification and Waiver.

This Agreement may not be modified and none of its terms may be waived, except in writing and signed by authorized representatives of both Parties. To the extent that any term in any document, other than a writing signed by both Parties that expressly purports to amend this Agreement, is contrary to, or conflicts with this Agreement, the terms of this Agreement shall control. A waiver by a Party of any default shall not be deemed a waiver of a prior or subsequent default of the same or other provisions of this Agreement. The failure of a Party to enforce, or the delay by a Party in enforcing, any of its rights shall not be deemed a continuing waiver or a modification of this Agreement.

38. Entire Agreement.

This Agreement and all properly executed Statements of Work constitute the entire agreement between the Parties relating to the subject matter hereof, and supersede any and all prior agreements and negotiations, whether oral, written, or implied. No change, addition, or amendment shall be made except by written agreement signed by a duly authorized representative of each Party.

39. Authorization & Approval.

It is expressly understood and agreed that the parties' obligations hereunder are subject to state approval and federal concurrences with this Agreement.

The County has executed this Agreement pursuant to action taken by its Board of Supervisors on _____, Resolution File No. _____.

In Process

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

WHEREOF, the parties hereto have executed this agreement on the day, month, and year above written:

FOR MILWAUKEE COUNTY:

FOR _____

BY: Jim Sullivan DATE: 10/28/2021

BY: _____ DATE: _____

NAME: Jim Sullivan

NAME: _____

TITLE: Director - child support services

TITLE: _____

DEPARTMENT: child support services

TAXPAYER ID No.: _____

REVIEWED AS TO INSURANCE REQUIREMENTS:

APPROVED WITH REGARDS TO COUNTY ORDINANCE CHAPTER 42:

BY: Sherni Jordan DATE: 11/9/2021

BY: Lamont Robinson DATE: 10/29/2021

Risk Manager
Office of Risk Management

Director
Community Business Development Partners

APPROVED AS TO FUNDS AVAILABLE PER WISCONSIN STATUTES §59.255(2)(e):

APPROVED REGARDING FORM AND INDEPENDENT CONTRACTOR STATUS:

BY: [Signature] DATE: 11/1/2021

BY: David Farwell DATE: 11/5/2021

Milwaukee County Comptroller
Office of the Comptroller

Corporation Counsel
Office of Corporation Counsel

REVIEWED AND APPROVED BY THE COUNTY EXECUTIVE:

APPROVED AS COMPLIANT UNDER §59.42(2)(b)5, STATS.:

BY: [Signature] DATE: 11/10/2021

BY: _____ DATE: _____

David Crowley, County Executive
Office of the County Executive

Corporation Counsel
Office of Corporation Counsel



SERVICE AGREEMENT
Ross Innovative Employment Solutions Corp.

EXHIBIT A:

Milwaukee County's

Request for Proposal #98210018

In Process

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MILWAUKEE COUNTY
RFQ # 98210018: Children First Program

MILWAUKEE COUNTY

Department of Child Support Services

Request for Proposal Number 98210018

Children First Program



In ess

Issued: May 3, 2021

Response Due Date: June 18, 2021

Access to RFQ and all related documents can be found on Milwaukee County's website at:
<https://county.milwaukee.gov/EN/Admin-Services/Bids-and-RFQs>



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n. The Contractor consents to the use of statistical sampling and extrapolation as the means to determine the amounts owed by the Contractor for any Child Support Services programs as a result of an investigation or audit conducted by Child Support Services or its agents, the Milwaukee County Division of Audit Services (DAS), the Federal Bureau of Investigation, or an authorized agent of any of these. This provision shall survive the termination of this Agreement regardless of the reason. 85

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1 INFORMATION SUMMARY SHEET

Request for Proposal Title:	Children First Program
Request for Proposal Number:	98210018
RFQ Issuing Office:	DAS-Procurement <i>on behalf of</i> The Department of Child Support Services
RFQ Issue Date:	May 3, 2021
Date and Location of Pre-Proposal Conference:	May 14, 2021 at 10:00 AM CST Electronic – To Be Announced via Bonfire
Deadline for Receipt of Questions:	May 27, 2021
Proposal Receipt Deadline:	June 18, 2021
Service Starting Date (Projected):	January 1, 2022
RFQ Submission Location:	https://countymilwaukee.bonfirehub.com/opportunities/42573
RFQ Administrator:	Erin Schaffer Department of Administrative Services



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	<p><i>Procurement Division</i> 633 W. Wisconsin Avenue, Suite 901</p> <p>Phone: 414-278-4129 Email: Erin.Schaffer@milwaukeecountywi.gov</p>
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2 DEFINITIONS

Term	Definition
Agreement/Contract	Agreement/Contract are used interchangeably throughout the RFQ. Both refer to the subsequent service Agreement that will result from the successful bid of this RFQ between County and awarded Contractor.
Alternative Proposal	A Proposal which does not meet the requirements of the scope of work, but which offers alternatives for consideration, or which contains substantive variations to the basic provisions, specifications, term, or conditions of the solicitation.
Bonfire / Bonfire Portal	<p>Bonfire / Bonfire Portal are used interchangeably throughout the RFQ. Both refer to Milwaukee County's Bonfire Portal located at https://countymilwaukee.bonfirehub.com/projects.</p> <p>The Bonfire Portal is used as the sole method of communication under this RFQ and will provide RFQ details, addenda, the ability to ask questions, and other RFQ Administration functions.</p>
CBDP	CBDP means Milwaukee County's Community Business Development Partners, a Division of the Department of Administrative Services.
CSS	"CSS" means the Milwaukee County Department of Child Support Services.
Contractor	The Contractor is a winning Respondent who has been awarded a Contract under this RFQ.



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<p>County</p>	<p>County means Milwaukee County, a municipal body corporate located in the State of Wisconsin, and all the Divisions and Departments thereof. For purposes of this RFQ, Milwaukee County is represented by its Procurement Division of the Department of Administrative Services, acting on behalf of its Department of Child Support Services.</p>
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Term	Definition
Errors	Errors are defined as mistakes or inaccuracies made in the RFQ document and/or other official correspondence from Milwaukee County regarding this solicitation.
MCCO	MCCO means the Milwaukee County Code of Ordinances, accessible at https://library.municode.com/wi/milwaukee_county/codes/code_of_ordinances
Minor Irregularities	Minor Irregularities are irregularities that have no adverse effect on the outcome of the selection process, and which do not give any Respondent an advantage or benefit not afforded to other Respondents.
Omissions	Omissions are defined as any failure of Milwaukee County to provide complete information or instructions in the RFQ document or other official correspondence.
Proposal	The Proposal is any offering vendor's submitted Proposal materials, including all requested information listed in all Attachments.
Respondent	A Respondent is any offering vendor who prepares or submits a Proposal.
Responsible Vendor	Any person or firm which has the capacity, in all respects, to fully perform the Contract requirements, and which has the integrity and reliability which will assume good faith performance of those requirements.
Responsive Vendor	Any person or firm who has submitted a complete Proposal in response to this RFQ document and which has demonstrated in that Proposal an understanding of the Scope of Work and the ability to provide all services and/or commodities requested in the form and format requested.
Scope of Work	A document or section of this RFQ that describes the outcome or end result sought by the purchasing entity. The SOW seeks a functional solution based on and measured by performance standards rather than specific specifications.



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Term	Definition
Solicitation	A solicitation is a method of procurement used by public procurement officials to procure goods and services in a fair, open, and transparent manner. For purposes of this RFQ, "solicitation" shall mean this RFQ document and all related procurement activities.
Substantially Similar Service	A substantially similar service is one that can be reasonably compared to the requested service through identifiable measurements such as number of clients served, type and size of facility served, type of product provided, type of service provided, geographical area served, type of client or user served, industry area served, etc.

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3 INTRODUCTION

3.1 REQUEST

All Respondents should use this written document, its attachments, and any amendments as the sole basis for their Proposal responses. **Respondents must be fully capable of providing all services according to the specifications provided in the Scope of Work.**

Milwaukee County seeks qualified agencies to develop and administer its Children First Program and to provide case management services, job search assistance, work experience, training opportunities, and program documentation for all court-ordered program participants (the “**Participants**”).

The Children First Program is developed, managed, and administered by the State of Wisconsin Department of Children and Families (DCF). A complete overview of the Program and its requirements is provided annually. A copy of the 2021-22 Children First Program Guide is provided as Section 7.15.

The Children First Program is funded by the State of Wisconsin, and Respondents are reminded that payment for services will be contingent on any requirements for the Program as detailed by the state in the 2021-22 Children First Program Guide (Section 7.15).

Additional information regarding the Scope of Work and requested services may be found in [Section 5: Scope of Work](#).

3.2 INTRODUCTION TO MILWAUKEE COUNTY

Milwaukee County is governed by an elected County Executive and an 18-member elected County Board of Supervisors. Other County elected officials include a Register of Deeds, Treasurer, Comptroller, County Clerk, Clerk of Courts, District Attorney and Sheriff, who, in conjunction with administration, provide a full range of associated governmental services, including but not limited to: law enforcement, in-patient mental health, transit services, highways, courts, corrections, official record keeping, parks and recreation, international airport operations, jail and juvenile detention, public assistance programs, and a world-famous zoo.

3.2.1 Introduction to the Department of Child Support Services

The Department of Child Support Services operates the State of Wisconsin’s child support program for Milwaukee County. CSS is dedicated to ensuring that all children are supported by both parents whenever possible, with the mission being to promote family stability, creating a better quality of life for the children of Milwaukee County. CSS is responsible for locating absent parents and enforcing, establishing, and modifying child support orders



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3.2.2 Children First Program Description

The 2021-22 Children First Program Guide, page 4, "Introduction" describes the Program as follows:

"Children First was developed to provide employment and training services for noncustodial parents (NCPs) who are not paying child support due to being unemployed or underemployed. Children First participation and program requirements are explained in Wis. Stats. §§ 49.36 and 767.55. Copies of these statutes are included as attachments in this Program Guide. Research shows that when child support is paid, NCPs are more likely to be involved in the lives of their children. In addition, child well-being may be increased when both parents are involved in the life of the child. The Children First program provides services and support to encourage noncustodial parents to participate in the lives of their children.

Although the Children First program has a "work first" philosophy, a combination of job search activities as well as other services may be provided to promote self-sufficiency and responsible parenting. Per Wis. Stat. § 767.55, the NCP successfully completes the Children First program when he/she makes timely payment in full for three consecutive months or participates in the Children First program for 16 weeks, whichever occurs first. Participation in the Children First program is court-ordered. In cases where an NCP is unable to meet a child support obligation, the court may order participation into Children First. The primary goal of the program is to improve the ability of the NCP to pay court-ordered support."

3.2.3 Introduction to Procurement

The Procurement Division of the Department of Administrative Services is responsible for purchasing or contracting for supplies, materials, equipment and contractual services needed by County departments, agencies, and institutions. Procurement is authorized to develop standards, prepare specifications, sign and issue contracts and purchase orders, process requests for proposals, and assist the Department of Public Works in the sale of surplus or obsolete supplies, materials or equipment.

3.2.4 Introduction to CDBP and Targeted Business Enterprise Goals

Community Business Development Partners (CDBP), a Division of the Department of Administrative Services, is responsible for monitoring and enforcing Milwaukee County Target Enterprise (MCTE) Ordinance for inclusion of small or disadvantaged businesses. Target firms include DBE firms certified under the Wisconsin Unified Certification Program following Federal regulations, WBE and MBE certifications from the State of Wisconsin DOA, SBE firms certified by Milwaukee County, and SBE firms meeting SBA size standards and listed in the SAM directory.

Meeting TBE project participation goals may be achieved utilizing any combination of TBE firms, whether DBE, SBE, MBE, or WBE. There are no percentage goals assigned directly to any of the types of firms. This allows for increased participation by providing opportunities for multiple certifications to be included in the project. TBE Primes will receive credit towards the goal for work they self-perform.



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4 ACQUISITION PROCESS

4.1 COMMUNICATION WITH COUNTY

Following public posting of a solicitation, all communications between Milwaukee County and any interested Respondent must follow the guidelines of this section.

All contact between any interested Respondent and Milwaukee County must be conducted through the RFQ Administrator. The identity of and pertinent contact information for the RFQ Administrator are provided in the Information Summary Sheet.

Respondents are not permitted to contact any employee, elected official, agent, consultant, or representative of Milwaukee County regarding this RFQ without the RFQ Administrator's written consent. Written consent must be obtained prior to the contact to be considered valid. Communication initiated by a Respondent or a Respondent's agent or representative to any County employee, official, agent, consultant, or representative prior to the time of any award is prohibited, unless made at the explicit direction of the RFQ Administrator.

Respondents in current business relationships with Milwaukee County are required to disclose such relationships to the RFQ Administrator in writing prior to the date of the Pre-Proposal Conference. Respondents providing service to Milwaukee County are permitted to discuss the existing service and business relationship with their contact(s) at Milwaukee County. Respondents are **expressly prohibited** from discussing any details of this RFQ, their Proposals, or other information related to the Request with their contact(s) at Milwaukee County.

Any unauthorized communication between a Respondent and an employee, official, agent, consultant, or representative of the County may constitute grounds for rejection or elimination of a Proposal from further consideration, at the sole discretion of the County.

Names and identities of individuals on the Evaluation Committee are confidential and will not be disclosed at any time during or after the solicitation process. **Direct contact between the Respondent and any member of the Evaluation Committee regarding this RFQ is forbidden and will result in immediate rejection of the Respondent's Proposal.**

4.2 REQUESTING ACCOMMODATIONS

4.2.1 ADA Accommodations

Upon request, DAS-Procurement will provide reasonable accommodations, including the provision of informational material in alternative format, for qualified individuals with disabilities. If a Respondent needs accommodations, that Respondent should contact the RFQ Administrator.



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4.2.2 COVID-19 Accommodations

Milwaukee County acknowledges that limitations on travel and in-person meetings may exist as a result of the COVID-19 pandemic. The County reserves the right to hold in-person meetings or events via electronic medium for the purposes of maintaining appropriate social distancing measures in accordance with the CDC and State of WI guidelines and orders.

Upon request, DAS-Procurement may provide accommodations including, but not limited to, electronic meetings, digital demonstration platforms, provision of space for demonstrations that permits appropriate social distancing, or other necessary accommodations to reduce the impact of COVID-19 on the acquisition process.

4.3 RESPONDENT'S OBLIGATIONS.

4.3.1 Comprehension

Respondents are responsible for reading and ensuring they understand all information in this Request for Qualifications prior to submitting a Proposal. Respondents are responsible for ensuring they fully comprehend all requirements associated with the Scope of Work, Specifications, and any Contract. The provisions of this RFQ and the winning Respondent's Proposal will become contractual obligations. A winning Respondent who fails to fully read and understand the requirements in this RFQ is still required to provide all services necessary and required to carry out the intent of the resulting Contract, without additional costs to the County. Failure or refusal of the winning Respondent to accept these obligations in a contractual agreement may result in cancellation of the award.

4.3.2 Responsibility and Responsiveness Determinations.

The County will only consider Proposals from responsive and responsible Respondents. The County considers any of the following to be proof of non-responsibility or non-responsiveness:

1. Submission of incomplete Proposals;
2. Submission of Alternative Proposals;
3. Submission of any Proposal that requires the County to contract directly with a third party other than the Respondent;
4. Disqualification or disbarment from participating in competitive solicitation by any other state, local, or federal government entity;
5. Failure to demonstrate the required experience;
6. Failure to provide evidence of financial solvency.



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4.3.3 Monitoring of the Bonfire Portal

All amendments are acknowledged by the Respondent's submission of [Section 7.11: Sworn Statement of Respondent](#) form, and submission of the form constitutes a waiver of appeal or administrative review rights based on ambiguity, error, omission, or other deficiency in the amendment document(s).

Respondents are responsible for monitoring the RFQ's Project Board on the Bonfire website for any changes or modifications to the RFQ. Failure to do so does not relieve the Respondent of its obligation to fulfill the requirements as posted.

4.3.4 Questions

If a Respondent has questions about the materials provided in this document, or if a Respondent discovers an error, apparent conflict, or omission in this document, the Respondent is responsible for raising the question or bringing the error, conflict, or omission to the attention of the RFQ Administrator. Respondents must follow the procedure in [Section 4.6.2: Asking Questions](#) to ask any clarifying questions prior to submission of their Proposals.

4.3.5 Incurred Expenses

Respondents are solely responsible for any cost or expense incurred in preparing and submitting a Proposal, including costs related to attending meetings and evaluations of Proposals prior to execution of the Contract. Respondents are solely responsible for legal fees for work performed or representation by Respondent's legal counsel and/or for any costs pertaining to an appeal or administrative review process during any and all phases of the RFQ process and prior to County Board and County Executive approval of a Contract award.

4.3.6 Firm Commitment, Availability, Proposal Validity

Respondents are responsible for maintaining availability of service and proposed price as set forth in their Proposals for the anticipated service starting date provided in the Information Summary Sheet. Respondents are expected to perform planning and implementation activities prior to commencement of any Contract. Milwaukee County will not reimburse for these costs.

4.3.7 Public Records Requirements

Milwaukee County is required by law to respond to all Freedom of Information Act ("FOIA") and Wisconsin Public Records Law ("Open Records") requests.

By submitting a Proposal, Respondent acknowledges that information provided in its Proposal responses and any other information submitted constitutes a "record" for purposes of Wis. Stat. §19.21, et. seq.

For agencies awarded a contract, the application material submitted is placed in an agency master file that becomes part of the contract with the County. Successful Proposal materials become public information and are subject to the Open Records Law only after the procurement process is completed. Contract drafts and information become subject to the Open Records Law after a contract is fully executed. Prior to the issuance of Notice



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of Intent to Award and the full execution of any resulting Contract, Proposal materials and contract documents are considered "drafts" and are not subject to the Open Records Law except to appellant(s) to the award, subject to the proprietary information restriction as detailed below.

In complying with FOIA and Open Records requests, the County presumes the right "of complete public access, consistent with the conduct of government business." Denial of access is considered contrary to the public interest and is only supported in exceptional instances.

Respondents agree, by submitting Proposals in response to this RFQ and by entering into any Contract as a result of an award under this RFQ, that they shall be obligated to assist the County in retaining and timely producing records that are subject to the Wisconsin Public Records Law upon any statutory request having been made, and that any failure to do so shall constitute a material breach of any Contract, whereupon the Respondent shall then and in such event be obligated to indemnify, defend and hold the County harmless from liability under the Wisconsin Public Records Law occasioned by such breach. Except as otherwise authorized by the County in writing, records that are subject to the Wisconsin Public Records Law shall be maintained for a period of three years after receipt of final payment under any Contract.

Any materials submitted by the applicant in response to this Request for Qualifications that the applicant considers to be:

1. confidential and proprietary information; and
2. which Respondent believes qualify as trade secret(s) as provided in s. 19.36(5), Wis. Stats; or
3. material which can be kept confidential under the Wisconsin public record law,

must be identified in [Section 8.3: Proprietary Information Disclosure Form](#).

If the Respondent designates any such information as confidential, it must upload a version of its Proposal with all designated identified information redacted. Confidential information must be labeled as such.

Costs (pricing) always become public information and therefore cannot be kept confidential.

Any other requests for confidentiality **MUST** be justified in writing on the form provided and included in the Proposal submitted. Milwaukee County has the sole right to determine whether designations made by a Respondent qualify as trade secrets under the Wisconsin public records law.

4.3.8 Permits and Licenses

Respondent and associated employees performing services under this RFQ, at the time of Proposal submission and during the term of any awarded Contract, must possess and maintain the required licenses and permits required to provide services.

Any reprimand, disciplinary action or investigation taken against Contractor or its employees by any agency issuing permits and licenses required to provide the services



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must be reported to Milwaukee County within 48 hours of notification by the issuing agency.

4.3.9 Federal, State, and Local Regulations

Respondents are required and agree to comply with all applicable Federal, State and Local laws and regulations throughout the course of the solicitation process, and during the term of any awarded agreement, including, but not limited to, the regulations listed in this RFQ. Following award, the successful Respondent will be required to enter into and maintain a Contract with Milwaukee County that complies with all Federal, State, and local, health, accessibility, environmental and safety laws, regulations, standards and ordinances.

4.4 COUNTY'S RIGHTS

All information in this RFQ, including information in any addenda, was developed from the best available sources at the time the document was created. Milwaukee County makes no representation, warranty or guarantee as to the accuracy of such information.

The County may clarify or revise any part of this RFQ at its discretion. When a clarification or revision is made, the County will post written amendments to the RFQ's Project Board on the Bonfire website. It is the responsibility of Respondents to check the website for any amendments prior to the RFQ submission date.

Milwaukee County reserves the right to:

- Waive minor irregularities in Proposals;
- Waive any requirements that are not material;
- Make an award under the RFQ in whole or in part, and change any scheduled dates;
- Use ideas presented in reply to this RFQ, notwithstanding selection or rejection of Proposals;
- Make changes to, withdraw, cancel, or re-publish this RFQ at any time;
- Reject any Proposal received, or reject all Proposals received, if it deems appropriate and in the best interests of the County;
- Negotiate the terms and conditions of any awarded Contract with any selected Respondent, at its option; and
- Proceed with Contract negotiations with other responsive, responsible, high-scoring Respondents, should contract negotiations with the winning Respondent be unsuccessful.

4.4.1 Public Records and Information Release

All materials submitted become the property of Milwaukee County and may be subject to public records requests as outlined in [Section 4.3.7: Public Records Requirements](#). Any restriction on the use of data contained within a request must be clearly stated in the Proposal itself. Proprietary information submitted in any Proposal will be handled in accordance with applicable Milwaukee County Ordinances, State of Wisconsin procurement regulations, and the Wisconsin public records law. Proprietary restrictions



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are typically not accepted. However, when accepted, it is the Respondent's responsibility to defend the determination in the event of an appeal or litigation.

4.4.2 Disclosure and Use of Information Before Award

Provisions of MCCO Chapter 32.47 apply to the release of information. Chapter 32.47 governs disclosure and use of information before award. After receipt of Proposals, none of the information contained in them or concerning the number or identity of Respondents shall be made available to the public or to anyone in county government. During the pre-award or pre-acceptance period of a negotiated procurement, only the Procurement Director or his or her designee(s), RFQ Administrator, or members of the Evaluation Committee shall transmit technical or other information and conduct discussions with Respondents.

Information shall not be furnished to a Respondent if, alone or together with other information, it may afford the Respondent an advantage over others. However, general information that is not prejudicial to others may be furnished upon request, following [Section 4.6.2: Asking Questions](#) and [Section 4.3.7: Public Records Requirements](#). Respondents may place restrictions on the disclosure and use of data in Proposals, following [Section 4.3.7: Public Records Requirements and Section 7.3: Proprietary Information Disclosure Form](#).

The Procurement Director, RFQ Administrator, and/or Evaluation Committee shall not exclude Proposals from consideration merely because they restrict disclosure and use of data, nor shall they be prejudiced by that restriction. The portions of the Proposal that are restricted (except for information that is also obtained from another source without restriction, or information required to be disclosed to County auditors) shall be used only for evaluation and shall not be disclosed outside the County without the permission of the Respondent.

4.4.3 Intellectual Property Restrictions in Proposals

Data contained in a Request for Proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of Milwaukee County.

4.4.4 Additional Information Requests

Milwaukee County may, at any time during the procurement process, request and/or require additional disclosures, acknowledgments, and/or warranties, relating to, without limitation, confidentiality, EEOC compliance, collusion, disbarment, and/or conflict of interest.

4.5 PRE-PROPOSAL CONFERENCE



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An optional Pre-Proposal Conference will be held at the date, time, and location as provided on the [Information Summary Sheet](#).

The purpose of the Pre-Proposal Conference is to provide interested vendors the opportunity to ask questions about specific areas of the solicitation and to ensure that potential Respondents understand the solicitation's requirements.

Respondents are encouraged to submit written questions for possible response at the Pre-Proposal Conference, following the procedure laid out in [Section 4.6.2: Asking Questions](#). Submission of questions prior to the Conference enables Milwaukee County to formulate its oral responses. No oral or written responses will be given prior to the optional Pre-Proposal Conference.

Attendees will be required to provide their names, titles, employing organizations, and email addresses on a physical or digital sign-in sheet for the Pre-Proposal Conference. Following the Conference, the sign-in sheet will be made publicly available through the RFQ's Bonfire Portal.

During the Pre-Proposal Conference, attendees may request clarification of any section of the RFQ and may ask any other relevant questions relating to the RFQ, regardless of whether or not they submitted written questions in advance. **However**, any responses provided to questions during the Pre-Proposal Conference are considered drafts and are non-binding. Only the final answers to written questions submitted following the procedure laid out in [Section 4.6.2: Asking Questions](#) are considered official and binding on Milwaukee County.

Remarks and explanations at the Conference shall not qualify the terms of the solicitation. Terms of the solicitation and specifications remain unchanged unless the solicitation is amended in writing.

Milwaukee County reserves the right to record Pre-Proposal Conferences and to release recordings of and/or minutes from the Pre-Proposal Conference publicly. Recordings and/or minutes, if provided, will be made available publicly through the RFQ's Bonfire Portal.

4.6 PREPARING A RESPONSE

The following section provides important instructions and information a Respondent will need to successfully prepare a Proposal in response to this solicitation. Respondents should read each section carefully and ensure they understand and can comply with any requirements.

The County is utilizing the Request for Proposal ("RFQ") process to select an organization to administer the State of Wisconsin's Children First Program on the County's behalf. This process bases the Contract award on the County's evaluation of experience, ability, resources, and other pertinent factors of the Respondent. The use of the RFQ process is designed to encourage fair and open competition and to provide the County and its constituents with the best value. RFQs do not assess cost or price as a mechanism for award.



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Multiple Proposals from a single Respondent are not permitted. Alternative Proposals are not permitted.

4.6.1 Writing a Technical Proposal

Technical Proposals must convey an understanding of the Scope of Work. The Respondent should offer a solution to the objectives, problem, or need specified in the RFQ, and define how it intends to meet or exceed the RFQ requirements.

Technical Proposals should:

- a. Be accurate, complete, and clear.
- b. Answer questions directly and as succinctly as possible.
- c. Focus specifically on Milwaukee County and the Scope of Work.
- d. Include only those exhibits, attachments, and/or images that are clearly relevant to the question asked.
- e. Demonstrate why the Respondent's solution or product is superior to competitors' and why the solution or product represents the best value to Milwaukee County.
- f. Answer all questions asked in [Section 6: Proposal Content](#).
- g. Follow formatting instructions provided in [Section 4.7.2: Proposal Format](#).

Technical Proposals should not:

- a. Rely on technical jargon or industry buzzwords.
- b. Rely on attachments, presentations, or other documentation secondary to the Respondent's direct answers to the questions asked in [Section 6: Proposal Content](#).
- c. Include marketing materials.
- d. Provide non-specific responses, repetitive information, or unnecessary filler.
- e. Include information that is not pertinent to Milwaukee County and/or the Scope of Work.
- f. Deviate from the requested format provided in [Section 4.7.2: Proposal Format](#).

4.6.2 Asking Questions

Respondents may submit questions and requests for clarification regarding this RFQ. The deadline for submission of questions for this opportunity is identified on the [Information Summary Sheet](#). Respondents will not be permitted to submit messages after the Q&A period closes. Milwaukee County will not respond to any questions received after the deadline.

Questions must be submitted using the "Opportunity Q&A" function under the "Messages" tab on the RFQ's Project Board on the Bonfire website. The address of the Bonfire website is specified in the [Information Summary Sheet](#). **Questions submitted by any other method will not be considered.**

All questions regarding this RFQ must cite the RFQ title, number, page, section, and paragraph.



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The RFQ Administrator is the sole point of contact during this process. The submission of questions to any employee, agent, or subcontractor of Milwaukee County is considered “contact” as defined in [Section 4.1: Communications with County](#) and may be grounds for disqualification from consideration under this RFQ.

Only the final answers to written questions submitted following the procedure laid out in this section are considered official and binding on Milwaukee County. Terms of the solicitation remain unchanged unless the solicitation is amended in writing.

Responses to all questions and inquiries received by the County will be posted on the RFQ’s Project Board on the Bonfire website. It is the responsibility of Respondents to check the RFQ’s Bonfire Portal regularly. Milwaukee County reserves the right to answer questions on a rolling basis or in a single official response.

4.6.3 Identifying Ambiguities, Errors, and Omissions

If a Respondent discovers any significant ambiguity, error, omission or other deficiency in the RFQ document, the Respondent should immediately notify the RFQ Administrator in writing by posting a Question on the RFQ’s Bonfire Portal as outlined in [Section 4.6.2: Asking Questions](#).

The failure of a Respondent to notify the RFQ Administrator of an ambiguity, error, omission, or other deficiency prior to submission of its Proposal constitutes a waiver of appeal or administrative review rights based upon any such ambiguity, error, omission, or other deficiency in the RFQ document.

4.6.4 Requesting Exceptions to RFQ Terms

Respondents must review the RFQ in its entirety and indicate any exceptions taken to requirements defined in the RFQ. If exceptions are taken, Respondents must cite the paragraph involved, the exception taken, and state alternate language acceptable to the Respondent. Alternative language is subject to negotiation and approval. All exceptions must be stated in the Proposal. Exceptions taken following submission of a Proposal will not be considered. Material exceptions taken following submission of a Proposal may be cause for a finding of non-responsiveness of the Respondent, and removal from consideration for this opportunity.

4.6.5 Understanding Targeted Business Enterprise (TBE) Utilization Requirements

The award of this RFQ and any resulting Contract is conditioned upon the Respondent’s good faith efforts in achieving the project’s Targeted Business Enterprise participation goal of 11%.

Suppliers who receive additional work on an awarded Contract in the form of change orders, addendum, etc. are expected to increase TBE participation proportionally, when applicable.



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[Section 7.7: Targeted Business Enterprise Forms](#) provides additional information about the use of TBE firms in Proposals, including the TBE-02, TBE-14, and TBE-01 forms. Respondents are solely responsible for determining which forms to submit and ensuring their forms are completed and accurate.

In addition to the above, Respondents must agree to abide by the TBE provision included in all County contracts. See [Section 7.9: Contract Terms & Conditions](#) for more information.

4.6.5.1 TBE Requirements for this Project

Respondents must submit a *Subcontractor/Sub-consultant/Supplier Information Sheet* (TBE-02) with their Proposals, listing all sub-consultants as well as signed *Commitment to Contract with TBE* (TBE-14) forms, one for each of the TBE firms included to meet participation. TBE-14 form(s) must identify:

- (1) the TBE firm by name and address,
- (2) the scope of service(s) to be provided,
- (3) the dollar amount and
- (4) the percentage.

The TBE-14 form is first completed and signed by the Respondent, then forwarded to the TBE subconsultant for signature in the affirmation section. Signatures must occur in the proper date order sequence, or the form may be considered non-responsive. The County is entitled to reject a Respondent's Proposal as non-responsive if the Proposal includes improperly completed forms.

If a Respondent believes it is not able to meet the goal, the Respondent must submit the *Certificate of Good Faith Efforts* (TBE-01). The County will review the Certificate and determine whether the Proposal is responsive based upon the information provided.

4.6.5.2 Reporting and the B2G Now Online Payment System

Adherence with prompt payment requirements is monitored through information entered into the Diversity Management and Compliance System, utilizing B2GNow software. There is no cost to the Prime or any subconsultant for the use of B2G Now. Prime consultants are required to report payments received from the County and amounts paid to subconsultants. Subs will receive an automated email requesting them to confirm the amounts and whether the terms of the prompt payment policy were complied with.

All Prime and Subconsultants must become registered users and complete a one-hour webinar training, available through CBDP. The County will enter the Prime's contract, and the Prime will enter all subconsultants, including both TBE and non-TBE firms.

Payment must be submitted even if no TBE activity occurred during a particular reporting period. The County Project Manager may reject payment applications that do not comply with this section. Failure to submit payment information following the instructions in this



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section may result in a delay in payments or other sanctions deemed appropriate by the County.

4.6.5.3 Evaluating Participation; Contractual Obligations

The commitment percentage is the key indicator of TBE participation. The Pass/Fail determination is based on the percentage stated in the RFQ. If the Prime is using one or multiple TBE companies, the sum of the percentages MUST satisfy the minimum percentage stated in the RFQ.

When evaluating the performance of any Contract awarded under this RFQ, Milwaukee County reserves the right to conduct compliance reviews and request, both from the prime Contractor and TBE sub-consultant(s), documentation that would indicate level of compliance. If the Contractor is not in compliance with the specifications, the County will notify the Contractor in writing of the corrective action that will bring the Contractor into compliance. If the Contractor fails or refuses to take corrective action as directed, Milwaukee County may take one or more of the actions listed below:

- b. Terminate or cancel the contract, in whole or in part.
- c. Remove the Contractor from the list of qualified consultant/service providers and refuse to accept future proposals for a period not to exceed three years.
- d. Impose other appropriate sanctions, including withholding any retainage or other contract payments due which are sufficient to cover the unmet portion of the TBE goal, where the failure to meet the goal is the result of a finding by the CBDP of consultant/service provider's bad faith.
- e. If the Contractor has completed its contract, and the goal was not met due to an absence of good faith on the part of the consultant/service provider, the parties agree that the proper measure of damages for such non-compliance shall be the dollar amount of the unmet portion of the TBE goal. The County may in such case retain any unpaid contract amounts and retainage otherwise due the consultant/service provider, up to the amount of the unmet goal. If insufficient funds remain in the contract account to compensate the County up to that amount, Milwaukee County may bring suit to recover damages up to the amount of the unmet goal.

4.6.5.4 Additional Information; Eligibility

CBDP may be contacted at 414-278-4851 or cbdpcompliance@milwaukeecountywi.gov for assistance in identifying TBE firms and understanding the County's TBE Program.

Following are the links to Directories for firms eligible for credit:

Business Type	Directory
Disadvantaged Business Enterprise	http://wisconsin.gov/Pages/doing-bus/civil-rights/dbe/certified-firms.aspx



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“DBE”	
Minority Owned Business “MBE”	http://www.doa.state.wi.us/Divisions/Enterprise-Operations/Supplier-Diversity-Program
Women Owned Business “WBE”	http://www.doa.state.wi.us/Divisions/Enterprise-Operations/Supplier-Diversity-Program
Milwaukee County Small Business Enterprise “MC SBE”	https://mke.diversitycompliance.com/Default.aspx
Federal Small Business Enterprise “SBE”	https://www.sam.gov/portal/SAM#1

In addition to the above, Respondents must agree to abide by the TBE provision included in all County contracts.

4.6.6 **Complying with Applicable County Policies**

Respondents are required to comply with Milwaukee County policies and programs applicable to the commodities or services requested by this solicitation. Compliance with the following policies may be included in any awarded contract as contractual obligations. Respondents should carefully read the requirements of each policy or program and ensure they are able to meet all requirements prior to submission of a Proposal.

4.6.6.1 ***Racial Equity***

In 2019, the Milwaukee County Executive signed a resolution declaring racism a public health crisis in Milwaukee County, and established a vision for the County to become the healthiest county in Wisconsin through the achievement of racial equity.

In support of this vision, the County requests that vendor partners agree to collaborate with the County in achieving racial equity for our constituents and commit to improving racial equity within Milwaukee County.

Respondents should consider this policy when responding to Targeted Business Enterprise requests, subcontracting, and proposing services, especially those services with a direct impact on traditionally underserved populations.



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4.6.6.2 Non-Discrimination, Equal Employment Opportunity, and Affirmative Action

In addition to its policy regarding racial equity, Milwaukee County requires all contractors providing services or commodities to County departments or divisions to agree to support non-discrimination, equal employment opportunity, and affirmative action programs. All Respondents shall complete and submit [Section 7.5: EEOC Compliance Form](#).

Respondents shall not discriminate against any employee or applicant for employment because of race, color, national origin or ancestry, age, sex, sexual orientation, gender identity and gender expression, disability, marital status, family status, lawful source of income, or status as a victim of domestic abuse, sexual assault or stalking, which shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships. If awarded the Contract, Respondent will post in conspicuous places, available for employment, notices to be provided by the County setting forth the provisions of the nondiscriminatory clause. A violation of this provision shall be sufficient cause for the County to terminate the Contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the Respondent for use in completing the Contract.

The Respondent agrees that it will strive to implement the principles of equal employment opportunities through an effective affirmative action program, and will so certify prior to the award of the Contract, which program shall have as its objective to increase the utilization of women, minorities and handicapped persons, and other protected groups, at all levels of employment in all divisions of the Respondent's workforce, where these groups may have been previously under-utilized and under-represented. The Respondent also agrees that in the event of any dispute as to compliance with the aforestated requirements, it shall be his/her responsibility to show that he/she has met all such requirements.

4.6.6.3 Responsible Vendor Policy

Milwaukee County recognizes that superior service requires that the Respondent hires well-trained and dedicated staff to provide the services under this RFQ. The Respondent must ensure availability of a qualified staff, avoid labor disruption and costly employee turnover, treat workers fairly, and abide by applicable labor laws.

The County supports the development of a healthy business environment through the responsible management and treatment of employees, adherence to federal, state, and local laws, and appropriate workplace safety procedures. Therefore, the County of Milwaukee maintains the following requirement:

Contractor shall abide by all applicable local, state and federal laws. Contractor shall at all times maintain safe and healthful working conditions and abide by all applicable wage and hour regulations and prohibitions against child labor. Contractor shall ensure its employees' working conditions conform to the standards set by the Federal OSHA. Contractor shall, on request, provide to the County a report on their compliance. The County recognizes the right of an employee to self-organization and the right to form, join, or assist labor



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organizations to bargain collectively through representatives of their own choosing, and to engage in lawful, concerted activities for the purpose of collective bargaining or other mutual aid or protection and, conversely, the right of such employees to refrain from any or all such activities. All Respondents shall provide working conditions for services of a similar character in a similar locality in which the services are performed.

4.6.6.4 Policy Regarding the Non-Interest of County Employees and Officials

County officials, employees, representatives, officers, and/or agents are bound by Chapter 9 of the Milwaukee County Code of General Ordinances, Code of Ethics.

No County official, employee, or representative on the evaluation committee shall have any financial interest, either direct or indirect, in the Proposal or Contract, nor shall they exercise any undue influence in the awarding of the Contract.

No County employee, officer, or agent shall participate in the selection, award, or administration of a Contract if a conflict of interest, real or apparent, would be involved.

During the period of any Contract awarded as a result of this RFQ, the Contractor shall not hire, retain or utilize for compensation any member, officer, or employee of County or any person who, to the knowledge of the Contractor, has a conflict of interest.

4.6.6.5 Code of Ethics

Respondents shall strictly adhere to Chapter 9 of the Milwaukee County Code of Ordinances, Code of Ethics, with particular attention to Subsection 9.05(2)(l):

“No campaign contributions to county officials with approval authority: No person(s) with a personal financial interest in the approval or denial of a Contract or proposal being considered by a county department or with an agency funded and regulated by a county department, shall make a campaign contribution to any county elected official who has approval authority over that Contract or proposal during its consideration. Contract or proposal consideration shall begin when a Contract or proposal is submitted directly to a county department or to an agency funded or regulated by a county department until the Contract or proposal has reached final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval. This provision does not apply to those items covered by [section 9.14](#) unless an acceptance by an elected official would conflict with this section. The language in subsection [9.05\(2\)\(l\)](#) shall be included in all Requests for Proposals and bid documents.”

In addition, the Contractor is required to adhere to the Code of Ethics provision in all contracts, which states:

Contractor hereby attests that it is familiar with Milwaukee County’s Code of Ethics, which states, in part,



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"No person shall offer or give any public official or employee, directly or indirectly, and no public official or employee shall solicit or accept from any person, directly or indirectly, anything of value if it could reasonably be expected to influence the public official's or employee's vote, official actions or judgment, or could reasonably be considered as a reward for any official action or inaction or omission by of the public official or employee."

Contractor shall ensure all subcontractors and employees are familiarized with the statement above.

4.6.6.6 Security and Background Checks

Respondents understand that certain background and security checks may be required following award of any Contract under this RFQ. Background checks are mandatory for all employees of the Respondent who will require administrative access to the County's Information System (for example, accessing servers, systems, or information architecture not available to County end-users). Background checks must be performed at Respondent's expense. Background check minimum requirement must involve a security check and process that is approved by and deemed satisfactory to Milwaukee County to ensure, at a minimum, that no staff has felony or fraud convictions. Additional requirements may exist for employees who require access to systems containing PCI, PHI, or CJIS data.

Security background checks shall be conducted for all employees prior to starting work.

4.6.6.7 Safety and Security Policies

Respondents understand and agree to use all commercially reasonable efforts to cause any of its employees who provide services under a Contract awarded under this RFQ on County's premises to comply with County's safety and security policies, to the extent that the policies are applicable to the site where Respondent's employees are providing services. The County is responsible for communicating general and site-specific security policies to the winning Respondent for distribution to its employees prior to the start of any work under the Contract.

Such standard safety and security policies shall not include policies related to drug testing.

4.6.6.8 Drug Use Policies

Respondents understand and agree to abide by the following policies upon award of any Contract under this RFQ. Unless conflicting to any laws where the services are being provided, in which case this section is not enforceable, Respondent will advise any employee who provides services under the Contract on County's premises of County's right to require an initial drug screen prior to the commencement of the assignment and, further, to require a drug screen at any time during the assignment either:

- a. If County believes, in good faith, that the employee is under the influence of an illegal substance, or



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- b. As a consequence of an accident caused by or involving the employee on County's premises during the performance of this Agreement and likely to have been related to employee's use of an illegal substance.

Drug screening (unless provided by the County) shall be performed by the Respondent at the Respondent's expense, and Respondent will address any positive results and handle accordingly. Should one of Respondent's employees test positive during any drug screening, Respondent shall immediately notify County of the drug screening results and employee will not be permitted to perform the services at any of the County's Facilities.

4.6.6.9 Information Technology Policies

All Respondents must read, understand, and submit a signed copy of [Section 7.13: Information Technology Policies Acknowledgment Form](#). This form provides the County's Information Technology Policies and requires Respondents to acknowledge and agree to abide by the County's Information Technology Policies, if and when those policies are applicable to the Respondent's solution and/or services.

4.7 SUBMITTING A PROPOSAL

Please follow these instructions to submit via the County's Bonfire Public Portal.

4.7.1 General Guidelines

Each question in [Section 6: Proposal Content](#) should be re-typed in the Respondent's Proposal, with a concise, specific answer immediately following. Questions should be in the same font, format, and order as they appear in the corresponding Section. Responses should be brief, direct, and address all sub-questions. Please do not reference any pre-printed materials. Responses should reflect the Respondent's experience, organizational structure, and organizational capabilities as they currently exist. Any questions requesting statistics should be answered with actual statistics; use of anticipated or target statistics is not permitted.

4.7.2 Proposal Format

The Proposal document should include the following Sections in the order listed below. The Proposal must be submitted as a single document in .PDF format only.

- a. Introductory Letter & Executive Summary (maximum of 4 pages);
- b. Section 2: Experience & Credentials;
- c. Section 3: Contract History & Legal Posture;
- d. Section 4: Project Approach;
- e. Section 5: Resources & Staffing;
- f. Section 6: Financial Capability; and
- g. Section 7: Appendices and Additional Information (OPTIONAL).



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4.7.3 Additional Required Documents and Materials

Respondents must submit each of the following documents in the format listed.

Name	Type	# Files	Requirement
Proposal	File Type: PDF (.pdf)	1	Required
Section 7.1 Respondent Information Sheet	File Type: PDF (.pdf)	1	Required
Section 7.2: Proposal Cover Sheet	File Type: PDF (.pdf)	1	Required
Section 7.3: Proprietary Information Disclosure Form	File Type: PDF (.pdf)	1	Required
RFQ with Redacted Information	File Type: PDF (.pdf)	1	REQUIRED IF: Proprietary Information Identified in Section 7.3.
Section 7.4 Conflict of Interest Stipulation	File Type: PDF (.pdf)	1	Required
Section 7.5 EEOC Compliance Form	File Type: PDF (.pdf)	1	Required
Section 7.6: Certification Regarding Debarment or Suspension	File Type: PDF (.pdf)	1	Required
Section 7.7: Targeted Business Enterprise Forms	File Type: PDF (.pdf)	1	Required
Section 7.8: Insurance & Indemnity Acknowledgement Form	File Type: PDF (.pdf)	1	Required



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Section 7.9: Contract Terms & Conditions	File Type: PDF (.pdf)	1	Required
Section 7.10: Audit & Open Records Acknowledgement Form	File Type: PDF (.pdf)	1	Required
Section 7.11: Sworn Statement of Respondent	File Type: PDF (.pdf)	1	Required
Section 7.12: New Vendor Form	File Type: PDF (.pdf)	1	Required
Section 7.13: Information Technology Policies Acknowledgement Form	File Type: PDF (.pdf)	1	Required
Section 7.14: COVID-19 Response Preparedness Plan Checklist	File Type: PDF (.pdf)	1	Required
Additional Information	File Type: Any (.csv, .pdf, .xls, .xlsx, .ppt, .pptx, .bmp, .gif, .jpeg, .jpg, .jpe, .png, .tiff, .tif, .txt, .text, .rtf, .doc, .docx, .dot, .dotx, .word, .dwg, .dwf, .dxf, .mp3, .wav, .avi, .mov, .mp4, .mpeg, .wmv, .zip)	1	Optional

Please note the type and number of files allowed. The maximum upload file size is 100 MB. Please do not embed any documents within uploaded files, as they will not be accessible and will not be evaluated.

4.7.4 **Submitting Proposal Materials**

Please submit Proposal materials at:

<https://countymilwaukee.bonfirehub.com/opportunities/42573>

Submissions must be uploaded, submitted, and finalized prior to the Closing Time of **June 18, 2021 at 12:00 PM (NOON) CST.**



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Milwaukee County strongly recommend that Respondents allow sufficient time to complete and upload Proposals. The County suggests reserving **at least ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

4.7.5 **Important Notes**

Each item of Requested Information will only be visible after the Closing Time. Uploading large documents may take significant time, depending on the size of the file(s) and the uploader's Internet connection speed.

Each Respondent will receive an email confirmation receipt with a unique confirmation number once that Respondent finalizes its submission.

Minimum system requirements: Internet Explorer 8/9/10+, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

4.7.6 **Technical Questions**

Milwaukee County uses a Bonfire portal for accepting and evaluating Proposals digitally. Please contact Bonfire at support@gobonfire.com for technical questions related to a submission. Respondents can also visit their help forum at <https://bonfirehub.zendesk.com/hc>

4.8 WITHDRAWING A PROPOSAL

Prior to the Proposal Receipt Deadline, Proposals may be modified or withdrawn by the Respondent's authorized representative. After the Proposal Receipt Deadline, Proposals may not be modified or withdrawn without the consent of Milwaukee County. The Proposal Receipt Deadline is provided in the [Information Summary Sheet](#).

4.9 EVALUATION AND SCORING

4.9.1 **Evaluation Criteria**

The Evaluation Committee will use the following criteria to evaluate each RFQ response. The weights specify the percentage value for criterion. Items with a P/F indicate that the criterion will be scored on a pass-fail basis only.

RFQ EVALUATION CRITERIA

Proposal Area	Criteria Scored	Weight
Preliminary Evaluation	All Proposal Materials Provided	P/F



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Proposal Area	Criteria Scored	Weight
	Minimum Qualifications Met	P/F
Proposal Response	Introduction & Executive Summary	10%
	Contract History & Legal Posture	10%
	Program Approach	35%
	Resources & Staffing	35%
	Financial Capability	10%
TOTAL SCORE		/100

4.9.2 **Preliminary Evaluation**

The RFQ Administrator will review all Proposals to determine if mandatory submission requirements and minimum qualifications are met. Preliminary Evaluation is made on a pass-fail basis. The Respondent assumes responsibility for meeting submission requirements and addressing all necessary financial, technical, and operational issues to meet the objectives of the RFQ.

Basis for a determination of “pass”:

Proposals that are in compliance with all mandatory submission requirements, including the submission of all requested documents in the form and format requested, and which evidence that the Respondent meets all minimum qualifications identified in [Section 5.1.2: Minimum Qualifications & Responsibilities](#) will receive a score of “pass”.

Basis for a determination of “fail”:

Proposals that do not comply with all mandatory submission requirements, which are missing one or more documents, which have provided one or more documents in the form and format other than that requested in the RFQ document, which include alternative proposals, and/or which evidence that the Respondent does not or cannot meet all minimum qualifications identified in [Section 5.1.2: Minimum Qualifications & Responsibilities](#) will receive a score of “fail”.

4.9.3 **Proposal Scoring**

An Evaluation Committee will be established by Milwaukee County to evaluate all responsive Proposals and to make a recommendation. Proposals will be reviewed by an Evaluation Committee and scored following the criteria outlined in [Section 4.9.1: Evaluation Criteria](#).



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Each Proposal will be evaluated and scored based on the criteria outlined in this RFQ. Scoring will follow the steps below.

1. Upon completion of Preliminary Evaluations, all Proposals with a determination of "pass" will be provided to the Evaluation Committee.
2. Proposals will be provided to the Evaluators for scoring. Evaluators are required to complete the initial round of scoring independently, and do not communicate with anyone regarding the content of Proposals.
3. Evaluators review all criteria identified as part of the Proposal Response. Each Evaluator assigns points to each criterion following a basic grading scale, weighted based upon the total points to be assigned to that criteria. For example, if a criterion is worth 100 points, Evaluators assign 100 points to a perfect response, 90-99 points to an excellent response, 80-89 to a very good response, 70-79 points to a good response, 60-69 points to an acceptable response, and anything below 60 points to responses that are less than acceptable.
4. Following independent evaluations, the Evaluation Committee may check references, request interviews or demonstrations, ask clarifying questions, request Best and Final Offers, and/or meet to establish consensus scores, at the Evaluation Committee's discretion. If any of these activities will be scored individually from the existing criteria, the RFQ Evaluator will provide all Respondents with criteria and scoring methodologies for the activity to be scored prior to the activity's completion.
5. Notice of Intent to Award will be issued and contract negotiations with the winning Respondent will begin.

4.9.4 Formal Interviews

The highest scoring Respondent or Respondents may be required to conduct in-person interviews with the Evaluation Committee. Each qualifying Respondent will be provided a date for its in-person interview, as well as a basic script indicating areas to be covered and questions to be answered during the demonstration. Milwaukee County reserves the right to adjust scoring based on the results of the interviews and demonstrations.

Failure of a Respondent to attend its scheduled interview and demonstration will result in rejection of that Proposal.

Attendance at the interview does not constitute acceptance of a Respondent's Proposal by the County. Milwaukee County reserves the right to adjust scoring based on interviews.



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4.9.5 Best and Final Offers

The County may request Best and Final Offers from any or all respondents following demonstrations. Best and Final Offers are supplementary to the original offer in the Proposal. Milwaukee County reserves the right to make an offer based on the original submitted Proposal, regardless of whether or not Best and Final Offers have been requested.

4.9.6 Notice of Intent to Award

Following evaluation and scoring of all Proposals and prior to the issuance of an Intent to Award, the Evaluation Committee will submit a report with the results of the evaluation to the Procurement Director and Director of Child Support Services. Based on this report, the Procurement Division will issue an Intent to Award, and all Respondents will be notified. Milwaukee County reserves the right to negotiate Contract terms and conditions following Intent to Award.

In the event that negotiations with the winning Respondent are unsuccessful, Milwaukee County reserves the right to proceed with Contract negotiations with the other responsive, responsible, high-scoring Respondents.

Prior to execution of a final Contract and if required, the Procurement Division and Department of Child Support Services shall make a recommendation of award and request approval of the County Executive and the County Board of Supervisors. If final approval by the County Board of Supervisors and County Executive is required, the Contract will only be fully executed following receipt of such approval.

4.10 PROTEST AND APPEAL PROCESS

Protests and appeals related to this RFQ are subject to the provisions of the Milwaukee County Code of Ordinances, Chapter 32.

Appeal process information is available at
http://www.municode.com/Library/WI/Milwaukee_County.

Only unsuccessful Respondents may submit protests and/or appeals.

Appellants must provide written Notice of Intent to Protest following this Section and MCCO Chapter 32. Protests must be made in writing and protest documents must be as specific as possible. At a minimum, protest documents must identify deviations from published criteria or Milwaukee County Code of Ordinances, Milwaukee County Board Resolutions, rules or other procedures that the appellant alleges were violated during the procurement process.

Appellants may request that the Milwaukee County Department of Administrative Services – Procurement Division provide the summary score(s) of the Evaluation Committee. However, under no circumstances will the County reveal names of Evaluation Committee members.

The written Notice of Intent to Protest must be filed with:



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Patrick Lee, Procurement Director
Milwaukee County Department of Administrative Services
633 W Wisconsin Ave, Ste. 901
Milwaukee, WI 53203
Patrick.Lee@milwaukeecountywi.gov

With a copy to

Erin Schaffer, RFQ Administrator
Milwaukee County Department of Administrative Services
633 W Wisconsin Ave, Ste. 901
Milwaukee, WI 53203
Erin.Schaffer@milwaukeecountywi.gov

and received no later than five (5) working days after the Notice of Intent to Award is issued. No Protest can be filed unless a Notice of Intent to Protest is filed per the above timeline. Late filing of Notice of Intent to Protest invalidates the Protest.

The decision of the Procurement Director regarding any Protest is binding. A Respondent may challenge the decision of the Director per the process in Section 110 of the Milwaukee County Code of Ordinances.

Milwaukee County may proceed to contract with the Respondent(s) selected, even if an appeal is still pending, if it is in the best interest of the County to do so.

In Process



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5 SCOPE OF WORK

All Respondents are notified that Milwaukee County reserves the right to delete or modify any task from the Scope of Work ("SOW") at any time during the RFQ process.

5.1.1 Program Description

The Children First Program is developed, managed, and administered by the State of Wisconsin Department of Children and Families (DCF). A complete overview of the Program and its requirements is provided annually. A copy of the 2021-22 Children First Program Guide is provided as Section 7.15.

Respondents must read the 2021-22 Children First Program Guide and ensure that they are capable of providing all required elements of the program prior to submitting Qualifications.

The following sections are specific to the Milwaukee County branch of the Children First Program.

5.1.2 Minimum Qualifications & Responsibilities

Milwaukee County is seeking a Respondent to administer the Milwaukee County area's Children First Program. **Respondents are responsible for all requirements and responsibilities outlined in this Scope of Work.**

Respondents must demonstrate that their organization has administered or provided a minimum of three (3) job search or job-training related programs within the last five (5) years.

Respondents must provide a minimum of three references from existing clients for whom the Respondent has provided a substantially similar service.

If a subcontracted Respondent is provided for any portion of the services provided, the Respondent agrees to be wholly responsible for the subcontracted Respondent in performance of responsibilities under the Contract. Should the subcontractor fail to provide satisfactory service under the Contract, the Respondent will be responsible for replacing the subcontracted Respondent as expediently as possible and at its own expense and will provide alternative service as required. **Qualifications including a subcontracted Respondent contracting separately with the County will be considered non-responsive.**

Respondents must be willing to enter into a Contract with the County and must comply with all terms and conditions required by state or local law, regulation, or ordinance. **Respondents unable to materially comply with the County's standard terms and conditions as provided in [Section 7.9: Contract Terms & Conditions](#) may be considered non-responsive.**



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5.1.3 Referral

Participation in the Children First Program is made by referral. Referrals may come from the Department of Child Support Services, the Family Court Commissioner's Office, or one of Milwaukee County's family court judges in IV-D cases. Respondents must be capable of receiving referrals from any of these agencies, recording details regarding the referral, and communicating with the referring agency as required throughout the participant's time in the Program.

5.1.4 Geographic Area Served

Respondents will serve the Milwaukee County area. Services may be provided for unemployed or underemployed NCPs who do not live in the Milwaukee County, if their child support cases are managed by the Milwaukee County court system.

5.1.5 Location and Time of Service

Respondents shall begin to provide services within forty-eight (48) hours of referral. It is strongly preferred that services be provided directly at the Milwaukee County Courthouse. If an alternative location is used, Respondents should identify the location and indicate how they will ensure that services are provided to the Participant at that location within 48 hours of the referral. Respondent shall arrange for/provide backup staff for Children First office if primary person is unavailable.

5.1.6 Services to be Provided

Work experience, job training, job search assistance, job placement, job orientation and retention activities consistent with the provisions of Wis. Stats. §§ 49.36 and 767.55, in order to promote the self-sufficiency and responsible parenting of the participants referred to the program. The goal of the program is to improve the ability of its participants to pay court ordered support. Participants successfully complete the program when they make timely payments in full for three consecutive months or they participate in specific dedicated programming for sixteen weeks. Participation requirements include:

1. A participant may not be required to participate for more than 32 hours per week.
2. A participant may not be required to participate for more than 16 weeks during each 12-month period.
3. If the participant is employed, he/she may not be required to participate for more than 80% of the difference between 40 hours and the number of hours actually worked during the week.
4. A participant may be co-enrolled in other work programs if they meet the other program's specific eligibility requirements. If a participant is required by a government agency to participate in another work or training program, the participant may not be required to participate in the Children First program in a week for more than 32 hours minus the number of hours he/she is required to participate in the other program.



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5. If the participant misses hours (or days) of assigned activity during the 16-week period, the missed time may be added to the 16-week period until the total obligation is satisfied.
6. The 16 weeks of required participation in the program do not necessarily have to be consecutive; if participation is interrupted, the vendor may allow re-entry into the program.
7. The participant must satisfy all requirements related to substance abuse screening, testing, and treatment under Wis. Stats. §§ 49.162 that apply to that individual.

5.1.7 Program Participant Volume

The estimated number of individuals who will be referred for Children First services annually is approximately 290. However, CSS cannot and does not guarantee that any specific number of referrals will be made each year.

5.1.8 Service Documentation

The Respondent will be required to keep CSS informed as to the status of all referrals, including whether an individual complies with requirements of the program at each step of the program. If necessary, the Respondent will be responsible for providing affidavits for court as to participants' cooperation and/or non-cooperation. The Respondent will also produce narrative and statistical data at times prescribed by CSS.

5.1.9 Promotion

The vendor shall promote the Children First Program to individuals and organizations. This promotion may extend to community-based events outside of regular business hours.

5.1.10 Confidentiality

Respondents will obtain confidential information in the provision of services for the Children First Program. Respondents will protect the confidentiality of any information obtained in the course of providing services as required by applicable law. Such information shall only be used to the extent necessary to assist in the valid administrative needs of the child support program and shall not be disclosed without prior written approval of CSS or as required by law or regulation.

5.1.11 Drug Testing and Treatment

Consistent with Wis. Stats. §§ 49.162(2) Vendors shall develop Standard Operating Procedures for all drug testing and treatment requirements outlined in this section.

5.1.12 Notice of Substance Abuse Screening, Testing, and Treatment Requirements

The Respondent will provide information in a format approved by DCF to any person who is court ordered into the Children First Program to explain the requirement to undergo screening, testing, and treatment for abuse of controlled substances.

5.1.13 Substance Abuse Screening

Respondent shall administer and retain a record of a substance abuse questionnaire that is approved by DCF for each person court ordered to participate in the Children First program. The participant is eligible to participate without regard to the score.



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5.1.14 Substance Abuse Testing

For individuals who fail the drug test screen, the Respondent shall refer appropriate individuals to a substance abuse testing vendor approved by DCF to complete a substance abuse test.

5.1.15 Substance Abuse Treatment

1. Respondent shall provide information on approved treatment programs and provider-specific assessment and enrollment activities for treatment entry to program participants subject to substance abuse treatment.
2. Respondent shall monitor an individual's progress in entering and completing treatment.
3. Respondent shall schedule random substance abuse testing for individuals in substance abuse treatment and monitor the results.
4. Respondent shall refer individuals who successfully complete substance abuse treatment for a final substance abuse test at the conclusion of treatment and monitor the results.

5.1.16 Reporting

Respondent shall develop a mechanism for tracking results for phases B – D and report information weekly, including number of applicants, number of applicants screened, number of individuals referred for testing, and number of individuals referred for treatment.

5.1.17 COVID-19 Related Precautions.

Contractor shall ensure that it complies with all State, federal, and local rules, regulations, and/or health guidance regarding the appropriate safety measures to be taken to prevent transmission of COVID-19 in the provision of Services under any Agreement. Provider shall be responsible for supplying Provider personnel with appropriate PPE.

In Process

5.2 FEE EXPECTATIONS & PRICING MODEL

Fees and rates for the Children First Program are set and reimbursed by the State of Wisconsin.

Respondents may bill a total of \$200.00 for registration of a Participant and any attempt to contact the Participant to provide services. **If the Participant cannot be contacted and services are not provided, no additional billing may be made.**

Upon satisfactory completion of the first 10 hours of services to a Participant, Respondents may bill an additional \$400.00.



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Upon full program completion by a Participant, the Respondent may bill an additional \$200.00 for that Participant. Total billing per Participant for full completion of the program shall not exceed \$800.00.

6 PROPOSAL CONTENT

A Proposal in response to this Request for Qualifications must convey an understanding of the scope of services required. Through its Proposal, the Respondent demonstrates its capability and qualifications to meet project objectives, solve a problem, or fill a need specified in the RFQ, and defines how it intends to meet or exceed the RFQ requirements.

Respondents are encouraged to provide a written narrative describing the methods and/or manner in which they propose to recruit, hire, train, assign, and oversee qualified staff required for the provision of services under this RFQ. The narrative should include the names of the person or people who will provide primary management and oversight of the services, including any subcontractors, their qualifications, and their years of experience in performing this type of work.

The following sections and questions represent the basis for all content to be provided in the Respondent's Proposal. **Respondents should focus on accuracy, completeness, and clarity of content.** Respondents are encouraged to keep responses brief and to directly answer each question. Marketing materials, non-specific responses, and unnecessary filler may result in score reductions.

The Proposal must address, at a minimum, the requests below. Respondents should follow the guidelines provided in [Section 4.7.2: Proposal Format](#) to ensure that the Proposal is crafted correctly prior to submission.

6.1 MINIMUM QUALIFICATIONS & RESPONSIBILITIES

Provide information demonstrating that your organization meets the requirements of [Section 5.1.2: Minimum Qualifications & Responsibilities](#). This section must answer the following questions:

1. Demonstrate, through the provision of at least three references, project portfolio samples, and a narrative, minimum of five (5) years' continuous experience developing, managing, and overseeing a state or federal program requiring case management services.
2. If you have been disqualified from or removed from government service on any contract or bid as a result of breach of contract on your part, for your criminal or fraudulent activity, or due to your ethics violations in the last three (3) years, state the dollar value of the agreement, the reason for disqualification or removal, and the government agency that held the contract. *If you have not been disqualified or removed from a government contract or bid in the last three (3) years, state "None".*



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3. Review and complete [Section 7.9: Contract Terms & Conditions](#).
4. Complete [Section 7.8: Insurance and Indemnity Acknowledgement Form](#). Provide proof of insurance to support Section 7.8. Provide the contact information of your Risk Manager or other individual capable of supplying certificates of insurance, reports, or other documents the County may require during the procurement process.
5. Complete [Section 7.10: Audit and Open Records Acknowledgment Form](#).
6. State, with specificity, any exceptions you take to any terms and conditions contained in this RFQ. Material exceptions taken to the RFQ may result in a determination of non-responsiveness.
7. Provide three references where you have provided within the last three (3) years services of a similar nature and scope. This may include contracts that were canceled, terminated or not extended. Please describe services or solutions provided, number of staff assigned to the client, number of locations served for the client, and any additional information necessary to understanding the scope of work provided for the client. Include name and telephone number of contact person(s), which can be used as references for services provided and solutions purchased. Selected reference organizations may be contacted and/or visited.

In Progress

6.2 EXPERIENCE AND CREDENTIALS

Provide information regarding the background, expertise, qualifications, and philosophy of your organization in providing the services requested by this RFQ. This section should answer the following questions:

1. Provide an Executive Summary that describes, at a minimum:
 - a. your core competencies;
 - b. your business approach;
 - c. your mission, vision, and goals, and
 - d. what differentiates your organization from your competitors'.

This response should not exceed two (2) pages and should clearly describe the proposed solution. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel.

2. Describe the history of your organization and current operations. At a minimum, provide:
 - a. Respondent name;
 - b. Whether Respondent is a corporation, joint venture, partnership (including type of partnership), or individual;



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- c. A copy of any current license, registration, or certification to transact business in the State of Wisconsin, if required by law to obtain such license, registration, or certification;
 - i. If the Respondent is a corporation or limited partnership and does not possess or cannot provide a copy of its license registration or certification to transact business in the State of Wisconsin, the Respondent must certify its intent to obtain the necessary license, registration, or certification prior to contract award, or must certify its exemption from licensure, registration, or certification requirements.
 - d. A copy of any current license(s), registration(s), or certification(s) required to provide services or solutions required by this RFQ;
 - e. If the Respondent is a partnership or joint venture, the names of general partners or joint venturers;
 - f. An organization chart showing the internal organization of the Respondent and number of regular personnel in each organizational unit.
3. Provide a list of at least three (3) similar projects on which you have performed similar and related work in the last five (5) years. Attach a separate sheet for each project, up to a maximum of fifteen (15) pages, and provide:
- a. A brief description of each project;
 - b. The Respondent's role;
 - c. The name of the project manager or project lead;
 - d. Start date;
 - e. Completion date;
 - f. Extent of the Respondent's participation; and
 - g. A client contact, including name, phone number, and email.
4. Provide a list of three (3) client references that can be contacted with questions regarding the Respondent organization's past work.
5. What projects will your organization have in motion during the course of the County's project? What impact, if any, may those projects have on the County's project? How will your organization balance the priority of each of its in-motion projects throughout the course of its work with the County?

6.3 PROJECT APPROACH

Provide information regarding your organization's proposed project approach for administration of the Children First Program. This section should answer the following questions:



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1. Describe your project approach. At a minimum, state:
 - a. Your understanding of the program requirements, providing an executive summary of the project and necessary elements to administer the program for the County;
 - b. A description of your proposed project approach, including a brief discussion of the tasks, steps, and methodology you will use to accomplish the work;
 - c. Challenges you anticipate in this project, and how you propose to overcome them;
 - d. Any expectations you have of the County or County staff to ensure project success.
2. How do you create employability plans and case management plans? Describe your process and provide examples of the resources you use.
3. How do you successfully engage participants in orientation and assessments? What methodologies do you use if a participant is resistant?
4. How will you enroll and register Participants in the program and the Children First Plan?
5. How will you track and monitor Children First cases in the Client Assistance for Re-Employment and Economic Support (CARES) system?
6. Describe your experience and qualification working as a liaison between CSS, Courts, and FCC.
7. How do you track and measure success of a program? What benchmarks do you use? Do you use programs, software, etc. to capture and analyze data related to program success and participation?
8. Provide a high-level overview of your program plan that addresses all the areas described in [Section 5: Scope of Work](#).
9. Describe your experience and qualifications as they relate to statistical reports and follow-up results of participation in and compliance with a program similar to Children First. How do you track success of the program and/or participant compliance with the program?
10. Describe the process you use to generate timely status reports and document the provision of services to Participants. How do you ensure your staff follow reporting requirements and produce consistent documentation? How will you ensure that status reports and documentation will be provided in a timely manner?
11. Describe your community resources. What unique relationships, tools, and abilities does your organization have that will allow you to link to additional community resources and promote program participation? In particular, address the following:



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- a. How can your organization promote the Children First program?
 - b. What relationships and community awareness does your organization possess that will help you link participants in the program to other community resources?
 - c. Can your organization attend community-based events outside of regular business hours to present information and improve community partnership?
 - d. What sets your organization apart in terms of your ability to serve the community and provide value to the community and participants?
12. Describe your communications methodology and your expectations for communications in a COVID-19 environment for a successful project.
13. How has your entity adapted to new requirements as a result of the COVID-19 pandemic?
- a. Do you have a pandemic preparedness plan? If so, provide it.
 - b. How will you ensure participant and staff safety?

6.4 RESOURCES

Provide a written narrative describing the methods and/or manner in which you propose to recruit, hire, train, assign, and oversee staff required for the provision of services under this RFQ. The narrative should include the names of the person or people who will provide primary management and oversight of the services, including any subcontractors, their qualifications, and their years of experience in performing this type of work. **Respondents should focus on accuracy, completeness, and clarity of content.** Respondents are encouraged to keep responses brief and to directly answer each question. Marketing materials, non-specific responses, and unnecessary filler may result in score reductions.

This section should answer the following questions:

1. Describe how your organization is structured locally. Provide an organizational chart. How does this structure support your ability to provide the services you are proposing?
2. Provide a brief narrative describing the composition of the proposed project team, how the team was established, and how you selected staff members. Demonstrate the team's combined experience providing case management, job search, and training activities directly to constituent Participants.
3. Provide the name(s) of the person or people who will provide management and oversight of the services, along with any subcontractors, and include their qualifications and years of experience performing this type of work. This description should include all



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members of your management and operations team(s) for this project, as well as their roles and resumes. In addition, please:

- a. Identify the employee assigned as the contract lead for the Contract and attach the employee's resume.
 - b. Designate a representative from your local or regional business office who will act as escalation contact under the Contract. The escalation contact should be available on an emergency basis.
4. Describe the experience of the proposed staff members you will assign to this project. Include proof of direct experience with the specific subject matter and the type of services provided. For each staff member, identify his or her area(s) of expertise (i.e., human services, job search, case management, and job training services), and provide a resume. Resumes must include:
- a. Full name;
 - b. Title and area of specialty;
 - c. Affiliation (employee, agent, subcontractor, etc.);
 - d. Experience directly related to this project;
 - e. Education and training.
5. Demonstrate your ability to recruit, hire, and train staff necessary for provision of the services contemplated by this RFQ. If you have not determined all individuals to be staffed on this project, please provide your criteria for identifying and selecting individuals for these types of roles.
6. All employees, designees, and/or representatives of any winning Contractor will be required to pass County criminal background check and fingerprinting requirements prior to authorization to work on the project or access County systems. How does your entity ensure that background checks and fingerprinting requirements are completed in a timely manner?
7. If any services provided in any part of your Proposal rely on the experience, accounting and operational controls, or technical skills of any subcontractor or third party ("Essential Subcontractor"), state:
- a. The name of the Essential Subcontractor;
 - b. The roles and/or responsibilities the Essential Subcontractor will undertake;
 - c. A letter from each Essential Subcontractor indicating that the organization concurs with the roles and responsibilities you have described above.
 - d. The overall extent to which your ability to provide the services is dependent on the Essential Subcontractor(s), and your plan to deliver services if the Essential Subcontractor becomes unavailable.



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6.5 FINANCIAL CAPABILITY

Respondents must provide a statement regarding their organization's financial strength. In addition, they should include proof of financial capability if any capital improvements are proposed. At a minimum, this section should answer the following questions:

1. Demonstrate that your organization has, or can obtain, adequate financial resources to perform the services under any Contract resulting from your Qualifications.
 - a. Describe your working capital/cash position and your ability to remain viable over the proposed Contract term.
 - b. Provide copies of audited annual financial statements for the last three (3) years, and proof of up-to-date taxes from unlisted companies.
 - c. Provide details of any material changes (e.g., ownership, structure, acquisitions, etc.) in the last financial year.
2. Provide your projected operating expenses in the areas of staff, equipment, utilities, and other routine operating expenses.
3. Provide your projected sales revenue, with a detailed analysis to support the revenue projection.
4. Provide your current D-U-N-S Number. Indicate how long you have had the number.
5. Provide your current federal tax ID number. Indicate how long you have had the number.
6. Complete [Section 7.12: New Vendor Form](#).

6.6 CONTRACTS & LEGAL POSTURE

Provide information regarding the contractual history and legal posture of your organization. This section must answer the following questions:

1. Provide a list of all new government contracts your organization has been awarded in the last five (5) years.
2. Provide a list of all government contracts your organization has lost, either through termination or non-renewal, in the last five (5) years. For each contract, indicate:
 - a. The client;
 - b. The length of the contract;



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- c. The termination date;
 - d. Whether the contract was terminated or not renewed;
 - e. The reason for termination or non-renewal.
3. Provide a synopsis of any and all litigation(s) within the last five (5) years in which the Respondent was a party. Include venue, style of case, and status of litigation.

6.7 TARGETED BUSINESS ENTERPRISE UTILIZATION & RACIAL EQUITY

The award of this RFQ and any resulting Contract is conditioned upon the Contractor's good faith efforts in achieving the project's Targeted Business Enterprise participation goal of 17%. Contractors must document all efforts to ensure the participation goal, including regular reporting of TBE participation during the course of the Contract using the County's Diversity Management and Compliance System. This section must answer the following questions:

4. Describe how you intend to utilize any TBE(s) to provide any services under the Contract.
5. Complete and upload [Section 7.7: Targeted Business Enterprise Forms](#).
6. Demonstrate how your organization will comply with the 17% TBE utilization goal set by the Milwaukee County Community Business Development Partners.
7. Describe your organization's understanding of racial equity programs and explain how your organization will advance Milwaukee County's mission of achieving racial equity in the County.

6.8 FORMAL INTERVIEWS

The Evaluation Committee may conduct formal interviews with top-scoring Respondent. If the County elects to conduct formal interviews, the RFQ Administrator will furnish detailed information concerning the location and date of interviews to the top-scoring Respondents. Failure of a Respondent to attend its scheduled interview will result in rejection of that Respondent's Qualifications.

Attendance at the interview does not constitute acceptance of a Respondent's Qualifications by the County. Milwaukee County reserves the right to adjust scoring based on interviews.



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7 APPENDICES & REQUIRED DOCUMENTS

This Section includes the following Attachments:

Section Number:	Document
7.1	Respondent Information Sheet
7.2	Proposal Cover Sheet
7.3	Proprietary Information Disclosure Form
7.4	Conflict of Interest Stipulation
7.5	EEOC Compliance Form
7.6	Certification Regarding Debarment or Suspension
7.7	Targeted Business Enterprise Forms
7.8	Insurance & Indemnity Acknowledgement Form
7.9	Contract Terms & Conditions
7.10	Audit & Open Records Acknowledgement Form
7.11	Sworn Statement of Respondent
7.12	New Vendor Form
7.13	Information Technology Policies Acknowledgement Form
7.14	COVID-19 Response Preparedness Plan Checklist
7.15	2020-2021 Children First Program Guide

In Process



SERVICE AGREEMENT
Ross Innovative Employment Solutions Corp.

EXHIBIT B:

Compensation and Payment Method

In Process

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Milwaukee County Department of Child Support Services

And

Children First Agency

Schedule of Services

2022 Purchase of Services Contract

Contractor shall perform all tasks, achieve the objectives set forth and comply with all terms in:

1. The County's May 2021 request for qualifications
2. The Contractor's proposal dated June 18, 2021
3. This schedule of services

Items one and two are incorporated by reference herein. If there is a variance between the Contractor's proposal and the County's request for qualifications, the latter shall be controlling unless otherwise agreed to in writing. If there is a variance among the County's request for qualifications, the Contractor's proposal and this schedule of services, the schedule of services shall be controlling, unless otherwise agreed to in writing.

Contractor Shall:

1. Enroll and Register the participant in the program by entering participant demographic information and Children First enrollment information into Wisconsin Works Program (WWP).
2. Provide an initial orientation session at the Courthouse when hearings resume in person or by telephone or virtual methods when in person meetings are not possible. The orientation session must include the provision of:
 - a. A description of the Children First Program, an overview of activities offered, and expectations for program participation; and
 - b. Possible job leads for the participants ordered or stipulated into the program.
3. Staff the Courthouse Children First office daily from 8am-5pm when courts are in session. Contractor will be responsible for providing alternate trained staff at the courthouse Children First Office if the Contractor's regular staff person is not available.
4. Process Children First log sheets and Court Status Log sheets daily
5. Obtain the participant's signature on the a "Rights and Responsibilities" form.
6. Contractor will be responsible for administering the DAST-10 for each court ordered or stipulated participant.
7. Contractor shall be responsible for completing the DAST-10 Weekly Report spreadsheet. The report shall be submitted via email weekly to the Children First Coordinator by Friday at Noon.

8. Complete a needs assessment regarding barriers to employment and an employability plan that engages participants in Children First and/or work activities for thirty-two (32) hours per week.
9. Provide any additional resource referrals that may assist the participant, including, if needed, a method of facilitating participant's enrollment in General Equivalency Diploma (GED) or Basic Education Activities (BEA) programs.
10. Determine participant's eligibility for additional collaborative services such as TMJ, FSET, or WIA.
11. Provide County with one Compliance Summary Sheet for each participant, at least five (5) days prior to each court date.
12. All case management activities shall be documented in CARES using appropriate codes for each service or activity within five (5) business days of the service or activity. Contractor shall refer to the Wisconsin CARES guide for information specific to Children First case entry in CARES. Case comments recording case action or program related information for participants must be entered into CARES within 24 hours of action or contact with the participant.
13. Contractor must submit one copy of the following reports to County pertaining to each Children First participant:
 - a. Employability Plan; and
 - b. Compliance Summary verifying participants participation or failure to participate in the initial scheduled Orientation/Screening Assessment or scheduled appointment or meetings. The verification shall be submitted no less than five (5) days prior to the next scheduled court date as reflected on the court order or stipulation referring the participant to the Children First program.
14. Contractor shall be responsible for all payments to program participants for transportation costs.
15. Contractor shall identify participants as non-compliant when such participants refuse or fail without Good Cause to cooperate with Children First requirements. Contractor shall document non-compliance in CARES and have a fact-finding procedure for participants in non-compliance. If an incident of non-compliance cannot be resolved between Contractor and the participant, Contractor shall send Notice of Non-compliance to the participant with a copy to the County. The Notice shall include information on the participant's right to an Administrative Review hearing, which shall be conducted by the Contractor pursuant to the procedures identified in the DCF's 2021-2022 Children First Program Guide (incorporated herein by reference).
16. If a participant does not respond to or participate in the fact-finding process, or comply with Children First Program requirements, Contractor must notify County of same by affidavit.
17. Contractor will be available to attend community-based events outside of regular business hours at the request of County, provided County gives two weeks notice of the event.

MILWAUKEE COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES
AND
CHILDREN FIRST AGENCY
COMPENSATION AND PAYMENT METHOD
2022 PURCHASE OF SERVICE CONTRACT

Contractor shall be compensated for work performed as follows, provided that Contractor complies with all the performance and reporting requirements listed in Attachment I.

Contractor shall be compensated \$200.00 for registration of a Participant and any attempt to contact the Participant to provide services. If the Participant cannot be contacted and services are not provided, no additional billing may be made. Upon satisfactory completion of the first 10 hours of services to a Participant, County will pay Contractor an additional \$400.00. Upon full program completion by a Participant, the County will pay Contractor an additional \$200.00 for that Participant. Total billing per Participant for full completion of the program shall not exceed \$800.00. Payment is contingent upon timely submission of compliance reports as set forth in Attachment I.

Contractor shall submit to County, on or before the tenth (10th) working day of the month, in the form and format approved by County, an invoice for the purchased services furnished to eligible recipients during the preceding month, it being understood that such invoice may be subject to audit by County before and/or after payment is made.

Upon receipt and approval of the monthly statement, County shall pay the amount of the invoice. However, in no event shall payment made by County to Contractor by the end of any month exceed one-tenth (1/10th) of the annualized contract amount, net or other revenues, multiplied by the number of contract months elapsed.

Invoices submitted by Contractor to County later than twenty (20) days following termination of this contract shall not be honored.

County reserves the right to withhold payment or modify the above payment schedule where Contractor fails to deliver the contracted services in accordance with the terms of this contract or fails to submit billing claims as required above.



SERVICE AGREEMENT
Ross Innovative Employment Solutions Corp.

EXHIBIT C:

Insurance & Indemnity Acknowledgement Form

In Process

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MILWAUKEE COUNTY
RFQ # 98210018: Children First Program

7.8 INSURANCE & INDEMNITY ACKNOWLEDGEMENT FORM

Respondent has read, understands, and acknowledges all Liability clauses below, and must, at the time of Contract award provide to the County proof of all such clauses.

Indemnification:

Contractor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, County, and its agents, officers and employees, from and against all loss or expense including costs and attorney's fees by reason of statutory benefits under Workers Compensation Laws, or liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of Contractor, or its (their) agents which may arise out of or are connected with the activities covered by this Contract.

Contractor shall indemnify and save the County harmless from any award of damages and costs against County for any action based on U.S. patent or copyright infringement regarding computers programs involved in the performance of the tasks and services covered by this Agreement.

Insurance

Contractor agrees to maintain policies of insurance and proof of financial responsibility to cover costs as may arise from claims for damages to property of and/or claims which may arise out of or result from Contractor's activities, by whomever performed, in such coverage and amounts as required and approved by the County. Acceptable proof of such coverage shall be furnished to the County prior to commencement of activities under this agreement. A Certificate of Insurance shall be submitted for review for each successive period of coverage for the duration of this agreement, unless otherwise specified by the County, in the minimum amounts specified below. In no way do these minimum requirements limit any liability assumed elsewhere in the contract.

Contractor shall provide evidence of the following coverages and minimum amounts:

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Wisconsin Workers' Compensation and Employer's Liability & Disease	Statutory/Waiver of Subrogation \$100,000/\$500,000/\$100,000
General Liability	\$1,000,000 Per Occurrence
Bodily Injury and Property Damage to include: Personal Injury, Fire, Products and Completed Operations	\$2,000,000 Aggregate



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RFQ # 98210018: Children First Program

Automobile Liability	\$1,000,000 Per Accident
Bodily Injury and Property Damage All Autos	
Professional Liability	\$1,000,000 Per Occurrence
Refer to Additional Provision A.1.	\$3,000,000 Aggregate
Cyber Liability	\$1,000,000 Per Occurrence
Refer to Additional Provision A.2.	\$1,000,000 Aggregate
Crime/Fidelity Insurance	\$500,000 Per Occurrence

Milwaukee County shall be named as an Additional Insured on the General and Automobile Liability policies as respects the services provided in this agreement.

Waiver of Subrogation shall be afforded to Milwaukee County on the General Liability, Auto Liability, and Workers' Compensation policies. A thirty (30) day written notice of cancellation or non-renewal shall be afforded to Milwaukee County.

The insurance specified above shall be placed with a Carrier approved to do business in the State of Wisconsin. All carriers must be A- rated or better per AM Best's Rating Guide. Any requests for deviations from or waivers of required coverages or minimums shall be submitted in writing and approved by Milwaukee County's Risk Manager as a condition of this agreement.

A.1. Professional Liability

Contractor agrees to provide additional information on its professional liability coverage as respects policy type, i.e. errors and omissions for consultants, social workers, medical professionals, architects, and/or engineers, etc.; applicable retention levels; coverage form, i.e. claims made, occurrence; discover clause conditions, and effective retroactive and expiration dates, to Milwaukee County's Risk Manager as may be requested to obtain approval of coverage as respects this section.

It is understood and agreed that coverage which applies to the services inherent in this agreement will be extended for two (2) years after completion of all work contemplated on this project if coverage is written on a claims-made basis.



MILWAUKEE COUNTY
RFQ # 98210018: Children First Program

A.2. Cyber Liability – Additional Provisions

Contractor agrees to maintain and provide additional information on its cyber liability coverage as respects policy provisions; i.e., media, security, privacy, regulatory, etc.; applicable retention levels; coverage form; i.e., claims made, occurrence; discover clause conditions, and effective retroactive and expiration dates, to Milwaukee County's Risk Manager as may be requested to obtain approval of coverage as respects this section.

It is understood and agreed that coverage which applies to the services inherent in this agreement will be extended for two (2) years after completion of all work contemplated on this project if coverage is written on a claims-made basis.

At a minimum, cyber liability coverage will contain the following provisions at full policy limits:

- Security Liability Coverage; i.e., Liability coverage for defense costs and damages suffered by others resulting from a failure of computer security, including liability caused by theft or disclosure of confidential information, unauthorized access, unauthorized use, denial of service attack or transmission of a computer virus.
- Privacy Liability Coverage; i.e., Liability coverage for defense costs and damages suffered by others for any failure to protect personally identifiable or confidential third-party corporate information, whether or not due to a failure of network security.
- Regulatory Proceedings; i.e., Liability coverage for defense costs for proceedings brought by a governmental agency in connection with a failure to protect private information and/or a failure of network security. Coverage includes fines and penalties where insurable by law and compensatory damages.
- Breach Event Expenses; i.e., Reimbursement coverage for the insured's costs to respond to a data privacy or security incident. Covered expenses include computer forensics expenses, legal expenses, costs for a public relations firm and related advertising to restore your reputation, consumer notification, call centers, and consumer credit monitoring services.

Respondent has read, understands and acknowledges all Liability clauses above and must, at the time of Contract award provide to the County proof of all such clauses.

Respondent Name: Ross Innovative Employment Solutions

Authorized Representative: Shawn Brenner



MILWAUKEE COUNTY
RFQ # 98210018: Children First Program

Title: Chief Executive Officer

Signature: 

Date: 6/17/21



SERVICE AGREEMENT
Ross Innovative Employment Solutions Corp.

EXHIBIT D:

Contractor's Proposal

In Process

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In Process

CHILDREN FIRST PROGRAM

RFQ # 98210018

Proposal Content

6.1 MINIMUM QUALIFICATIONS & RESPONSIBILITIES

Provide information demonstrating that your organization meets the requirements of [Section 5.1.2: Minimum Qualifications & Responsibilities](#). This section must answer the following questions:

1. Demonstrate, through the provision of at least three references, project portfolio samples, and a narrative, minimum of five (5) years' continuous experience developing, managing, and overseeing a state or federal program requiring case management services.

Ross Innovative Employment Solutions Corp (Ross IES) has provided workforce development, employment related services and support to diverse populations for over 25 years. We have operated a wide variety of workforce development programs under CETA, JTPA, WIOA, Youth, Welfare-to-Work, Prisoner Re-entry, and a variety of state workforce initiatives since 1994. We provide services to over 225,000 customers per year in rural, suburban and urban areas. We currently operate workforce programs in Arizona, Michigan, West Virginia, Wisconsin, Georgia, North Carolina, South Carolina, Tennessee and Virginia.

Since 2014, we have provided the W-2 Program in Milwaukee. Ross staff members provide employment preparation services, case management and cash assistance to eligible families while supporting the program guidelines and principles:

- Help eligible parents get and keep jobs.
- Help eligible parents, who are disabled significantly, for a long period of time, apply for, and receive Supplemental Security Income (SSI) /Social Security Disability Insurance (SSDI).
- W-2 policies are guided by the consistent application of the following basic assumptions:
- Work is the best way for parents to support their families.
- Family income should improve when parents work.
- Consistent work is essential for parents to achieve economic stability.
- W-2 eligible parents are parents as well as job seekers.
- Eligible parents must be willing to participate in exchange for W-2 benefits.
- Families benefit from participating in W-2.
- W-2 matches the needs of working parents with the needs of local employer.

Our general scope of works within the W-2 Program includes:

- Determine financial and non-financial eligibility for W-2 and its related programs.
- Complete required assessments.
- Assign eligible parents to appropriate program placement.

- Assign individualized services based on assessment results.
- Provide the full range of W-2 services and activities.
- Provide case management services and supportive services.
- Provide employment services to help W-2 applicants and eligible parents to obtain jobs.
- Provide job retention services to enable eligible parents to remain employed.
- Provide advocacy services to connect W-2 applicants and eligible parents with Supplemental Security Income (SSI)/Social Security Disability Insurance (SSDI).

Ross has proven to be one of the top performers in Milwaukee and has been awarded several Best in Class Awards over the years, winning 2 of the 3 available awards this year. To provide further attestation, contact Luz Scott:

Department of Children and Families
819 N. 6th Street, Suite 670
Milwaukee, WI 53203
414-270-4717
Luz.scott@wisconsin.gov

Since 1994, Ross has provided continuous workforce services in the City of Detroit. This started with the TANF Work First Program and has expanded to working with Food Assistance Employment and Training participants, Non-Custodial Parents, Workforce Investment and Opportunity Act participants, as well as a myriad of customers in need of service.

Our Non-Custodial Parent has been in operation for over 20 years. While most of the program has been voluntary, our customer success rates for employment are still over 80%. These employment outcomes directly relate to child-support payments getting paid and a reduction of child support claims. Much of our experience with maintaining success is keeping our Non-Custodial Parents engaged in the program by providing useful and supportive employment counseling with the respect that each individual deserves. Our Detroit Employment Solutions Corporation contact is Linsey Gillery:

Detroit Employment Solutions Corporation
115 Erskine, 2nd Floor
Detroit, MI 48201
Contact: Linsey Gillery, Manager, Career Center Systems
313-407-2269
lgillery@detempsol.org

In Virginia, Ross operates workforce programs in two workforce areas. In West Piedmont, Ross has been especially progressive with our case management programs. This includes WIOA, Youth, Harvest, Economic Equity Initiative, TANF and Wagner-Peyser. Despite a more challenging year, the programs exceeded all On-the-Job Training, Work Experience and Training goals. A few highlights from our case management success include:

- Adult enrollments - 175% of the goal
- TANF enrollments - 140% of the goal
- One hundred twenty nine (129) NCRC tests have been administered this program year with 42 testers receiving bronze, 42 silver, 13 gold and 4 platinum.
- Partnership with the West Piedmont Workforce Development Board staff to pursue new grant opportunities.
- New youth initiatives launch across the region.
- The Guided Career Exploration program is hosting two summer cohorts.

Showcased below is a couple testimonials from the excellent workforce development services that Ross provides:

<https://youtu.be/4x31ynzJ93s>



<https://www.youtube.com/watch?v=jY5M8it9EYc>



Tyler Freeland can be contracted regarding any additional information needed:

West Piedmont Workforce Development Board
300 Franklin Street, Suite 241
Martinsville, VA 24112
Contact: Tyler Freeland, Chief Executive Officer
276-656-6190
tyler@vcwwestpiedmont.org

2. If you have been disqualified from or removed from government service on any contract or bid as a result of breach of contract on your part, for your criminal or fraudulent activity, or due to your ethics violations in the last three (3) years, state the dollar value of the agreement, the reason for disqualification or removal, and the government agency that held the contract. If you have not been disqualified or removed from a government contract or bid in the last three (3) years, state "None".

None

3. Review and complete Section 7.9: Contract Terms & Conditions.

Attached

4. Complete Section 7.8: Insurance and Indemnity Acknowledgement Form. Provide proof of insurance to support Section 7.8. Provide the contact information of your Risk Manager or other individual capable of supplying certificates of insurance, reports, or other documents the County may require during the procurement process.

Attached; for additional information regarding insurance, reports or other documents, contact Lynn Fournier, VP Contracts Management, lfournier@rossworks.com or 810-326-1510.

5. Complete Section 7.10: Audit and Open Records Acknowledgment Form.

Attached

6. State, with specificity, any exceptions you take to any terms and conditions contained in this RFQ. Material exceptions taken to the RFQ may result in a determination of non-responsiveness.

There are no exceptions in regard to the terms and conditions contained in this RFQ.

7. Provide three references where you have provided within the last three (3) years services of a similar nature and scope. This may include contracts that were canceled, terminated or not extended. Please describe services or solutions provided, number of staff assigned to the client, number of locations served for the client, and any additional information necessary to understanding the scope of work provided for the client. Include name and telephone number of contact person(s), which can be used as references for services provided and solutions purchased. Selected reference organizations may be contacted and/or visited.

The following references were provided in question #1 and also are detailed below. Each contract is current.

Department of Children and Families
819 N. 6th Street, Suite 670
Milwaukee, WI 53203
414-270-4717
Luz.scott@wisconsin.gov

Number of staff: 82

Number of locations: 1

Scope of Work:

- Determine financial and non-financial eligibility for W-2 and its related programs.
- Complete required assessments.
- Assign eligible parents to appropriate program placement.
- Assign individualized services based on assessment results.
- Provide the full range of W-2 services and activities.
- Provide case management services and supportive services.
- Provide employment services to help W-2 applicants and eligible parents to obtain jobs.
- Provide job retention services to enable eligible parents to remain employed.
- Provide advocacy services to connect W-2 applicants and eligible parents with Supplemental Security Income (SSI)/Social Security Disability Insurance (SSDI).

In Process

Detroit Employment Solutions Corporation
115 Erskine, 2nd Floor
Detroit, MI 48201
Contact: Linsey Gillery, Manager, Career Center Systems
313-407-2269
lgillery@detempsol.org

Number of staff: 32

Number of locations: 1

Scope of Work:

Ross IES directly provides, on-site and virtually, the standard services listed below. These services may be funded with the award from DESC or through leveraged resources or grants. DESC expects that Career Centers will provide asterisked services only to those customers engaged in individualized programming.

Service	Definition
Assessment- general and vocational	Identify participant background, skill level, work history, needs, assets/strengths. Identify participant career interests and related aptitudes and skills.

Career Navigation	Assist participants in identifying and meeting career goals through advising on occupational choices, requirements, and labor market demand. Assist participants in developing a career plan.
Career Coaching (includes Barrier Resolution)	Assist participants in meeting career goals by providing motivation, support, encouragement and general assistance in addressing psychological, emotional or physical barriers. Connect participants to appropriate resources; manage administrative requirements of serving participants
Job Matching and Job Placement	Screen and refer participants to appropriate job openings. Help participants obtain employment by developing and/or referring to job leads, hiring events or other employment opportunities. Assist participants in preparing for specific job opportunities (customizing resume, understanding employer preferences, etc.).
Job Readiness Training	Help participants develop non-cognitive or soft skills, including communication, conflict resolution, critical thinking, empathy, punctuality, and other skills.
Job Search Training/ Assistance	Help participants develop job search skills – resume, job application, interviewing skills, etc. – 1:1 or group
Post- Placement/ Retention	Ongoing individual case management or coaching conversations, access to barrier removal services, follow-up alumni support groups, etc.
Financial Capability Services	One-on-one and group-based activities to increase general financial knowledge and assist participant in developing a plan, create a budget, reduce debt, improve credit and build assets.

Ross IES provides customers with access to the services below. DESC anticipates that most Career Centers will provide access by referring customers to external training providers and social service organizations. However, Centers should offer on-site, and virtual training and barrier resolution resources wherever possible, whether supported by a DESC award or other resources. In these cases, Career Centers will still be required to inform customers of all occupational and work-based training options available through Detroit at Work.

Service	Definition
High School Equivalency, Adult Basic Education, ELL Programs or Foundational Skills Training	Education programs designed to build basic literacy and numeracy skills and/or prepare graduates to take a High School Equivalency (HSE) exam, including accelerated HSE programs. Foundational skills programs include contextualized integrated education and training programs; career pathway on-ramp programs and employment-based programs. <i>DESC plans to implement a strategy with partners and Career Center Subrecipients to significantly increase the number of Detroiters in HSE programs. This may require the Subrecipient to host on-site HSE programming.</i>

Occupational Training	Training that leads to industry-recognized credential and/or equips participants with technical skills needed for specific jobs
Work-Based Learning	Paid or unpaid on the job experience, including summer jobs, apprenticeships, temporary work experience, and On-the-Job Training. Opportunities may be developed by the MWDB, DESC or Career Center Subrecipients.
Barrier Resolution	<p>Resources and services that remove, resolve or reduce barriers to employment. Includes:</p> <ul style="list-style-type: none"> • Basic needs assistance (access to shelters, temporary housing, affordable housing, food, health care, clothing, utility assistance, etc.), • Psycho-social-emotional support (substance use disorder assistance, mental health individual or group counseling, peer support groups), • Work-related supports (transportation assistance not provided directly, e.g., driver license reinstatement or car and insurance purchase; access to affordable and reliable childcare) • Legal services (expungement of criminal records, immigration services, other legal assistance) • Other services that improve customer’s ability to obtain or retain employment (support for persons with disabilities, survivors of interpersonal violence, LGBTQIA, immigrants, refugees and older workers).

West Piedmont Workforce Development Board
 300 Franklin Street, Suite 241
 Martinsville, VA 24112
 Contact: Tyler Freeland, Chief Executive Officer
 276-656-6190
tyler@vcwwestpiedmont.org

Number of staff: 14

Number of locations: 4

Scope of Work: (Deliverables)

- a. Business Driven Service Delivery
- b. One-Stop Certification of all Centers
- c. Executed Resource Sharing Agreements
- d. A Business Plan for that includes the satellite and steps to meet jobseekers’ needs outside of the Workforce Centers
- e. At a minimum, meets all performance measures (WIOA measures, Business Plan, WDB goals, customer satisfaction, etc.)

- f. Ongoing, executed Staff Development and Training plan for all One Stop Career Center staff, including partners
- g. Develop, maintain (and expand if necessary) service locations
- h. Coordinate all services in the One Stop Career Center services and programs
- i. Ongoing participation in workforce development related community events
- j. Ongoing collaboration and information sharing with the WDB staff
- k. Workshop schedules on a monthly basis
- l. Partner coverage for resource rooms
- m. Up-to-date and executed Outreach plan for the One Stop Career Centers
- n. Promotion of WorkKeys in the community
- o. Expend a minimum of 90% of total grant with an emphasis on expenditures on clients
- p. Expend 100% of the training dollars allocated to each program

6.2 EXPERIENCE AND CREDENTIALS

Provide information regarding the background, expertise, qualifications, and philosophy of your organization in providing the services requested by this RFQ. This section should answer the following questions:

1. **Provide an Executive Summary that describes, at a minimum:**
 - a. **your core competencies;**
 - b. **your business approach;**
 - c. **your mission, vision, and goals, and**
 - d. **what differentiates your organization from your competitors'.**

This response should not exceed two (2) pages and should clearly describe the proposed solution. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel.

Ross IES has successfully operated an average of 27 workforce programs each year. Similar services to the Children First Program are provided in Detroit and Milwaukee. We are also an experienced One-Stop Operator and/or Career Services provider in Georgia, Michigan, North Carolina, South Carolina, Tennessee, Virginia and West Virginia. Our delivery model integrates **services that combine people, processes and technology** to drive job placement and business outcomes. Our organization is committed to the highest quality services and achievement of performance standards through outstanding customer satisfaction and continuous improvement. Within our program services, we provide our customers unique and innovative services that link people to careers in high growth, high demand industries, while demonstrating a cost effective service delivery plan through community and employer partnerships.

Listed below is a summary of our locations, program description and funding source:


Funding Agency	Programs	Funding Source
Georgia Coastal Workforce Services	Career and Case Management Services, In-School and Out-of-School Youth Provider	WIOA, Youth
Detroit, Michigan- Detroit Employment Solutions	WIOA Adult and Dislocated Worker Services, TANF job placement services (PATH), Food Stamp Employment Training, FAE & T Plus, BOOST, WIN Catalyst, DW Retail and Finance	WIOA, TANF, Department of Agriculture and local state initiatives
Lowcountry Workforce Development Board	One-Stop Operator, WIOA Adult, Dislocated Worker and Youth Services	WIOA, Youth
Richmond, Virginia-Capital Area Workforce Partnership	Out-of-School Youth Services	Youth
Region 1, West Virginia	One-Stop Management, In-School and Out-of-School Youth	WIOA, Youth
Waccamaw Workforce Development Board, West Carolina	One-Stop Operator, WIOA Adult, Dislocated Worker and Youth Services	WIOA, Youth
West Piedmont, Virginia	One-Stop Management, WIOA Adult and Dislocated Worker Services, In-School and Out-of-School Youth, Harvest, EEI, Wagner Peyser	WIOA, Youth, TANF
Western Piedmont, North Carolina	WIOA Adult and Dislocated Worker Services, In-School and Out-of-School Youth	WIOA, Youth
Shelby County-Workforce Investment Network	One-Stop Operator	WIOA
Wisconsin Department of Children and Families	TANF Services (W-2), TEMP, Emergency Assistance, Childcare, eligibility, transitional jobs	TANF

*New WIOA programs starting July 1, 2021 in Arizona and West Virginia

Our mission compliments the mission of Milwaukee County, as we “partner with state and local agencies to design and implement innovative job readiness, job placement, and career training programs to address the needs of specific target groups”.

ROSS Innovative Employment Solutions

Workforce development services for local workforce boards, employers and job seekers.



ROSS Innovative Employment Solutions

Is a progressive leader in Workforce Development. With a clear, shared vision, we empower our staff and customers to achieve their full potential.

SHAPING TOMORROW'S WORKFORCE TODAY

Our vision calls forth the best in people and brings them together around a shared sense of purpose. What makes us different from other competitors is that our leadership style enables us to be innovators and change agents, seeing the big picture and thinking strategically. Our leadership is always at arm's length to come up with solutions and foster our relationships. Ross IES does not fill employee vacancies; we look for people who truly have a passion for helping and respecting people; not everyone is a good fit for the work we do. Every employee embraces the Ross culture, from our Ambassador program to the work groups we conduct, such as Equity Diversity and Inclusion. These concepts are important to building a strong team and growing as an organization.

Our Values

CUSTOMER CENTERED CARE
We listen to and identify customer needs to ensure exceptional service and exceed expectations.

INNOVATION AND EVOLUTION
Our culture encourages and rewards the discovery and creation of new and efficient ways to serve our stakeholders.

BEING TRUE TO OUR WORD
Every interaction is conducted with respect and integrity.

A COMPASSIONATE CULTURE
As a collective community, we are caring, supportive, and empathic in our actions.

EMBRACING AND RESPECTING DIVERSITY
We promote principles of diversity in all aspects of our business practices.

RESULTS
We hold ourselves accountable for measurable outcomes that produce positive results.

COLLABORATION
We leverage our collective strengths delivering exceptional outcomes and creating paths for new opportunities.

TAKE PRIDE

OWN IT

DO THE RIGHT THING

CARE AND RESPECT

BELIEVE IN EVERYONE

2. Describe the history of your organization and current operations. At a minimum, provide:

a. Respondent name;

Ross Innovative Employment Solutions Corp (Ross IES)



b. Whether Respondent is a corporation, joint venture, partnership (including type of partnership), or individual;

Ross Innovative Employment Solutions Corp is incorporated in the State of Delaware. Our entity status is active and in good standing. Ross Innovative Employment Solutions Corp. (Ross) is a private workforce development company with over 25 years of experience providing employment related services and support to diverse populations. Our organization is comprised of the following board members:

Shawn Brenner, President/CEO
Tanya Stuef, Chief Financial Officer/ VP of Finance
Brenda Motley-Aikens, Vice President
Lynn Fournier, Secretary, VP of Contracts

c. A copy of any current license, registration, or certification to transact business in the State of Wisconsin, if required by law to obtain such license, registration, or certification;

Not applicable

- i. If the Respondent is a corporation or limited partnership and does not possess or cannot provide a copy of its license registration or certification to transact business in the State of Wisconsin, the Respondent must certify its intent to obtain the necessary license, registration, or certification prior to contract award, or must certify its exemption from licensure, registration, or certification requirements.**

Ross IES does possess license of registration to transact business.

d. A copy of any current license(s), registration(s), or certification(s) required to provide services or solutions required by this RFQ;

Not applicable

e. If the Respondent is a partnership or joint venture, the names of general partners or joint venturers;

Not applicable

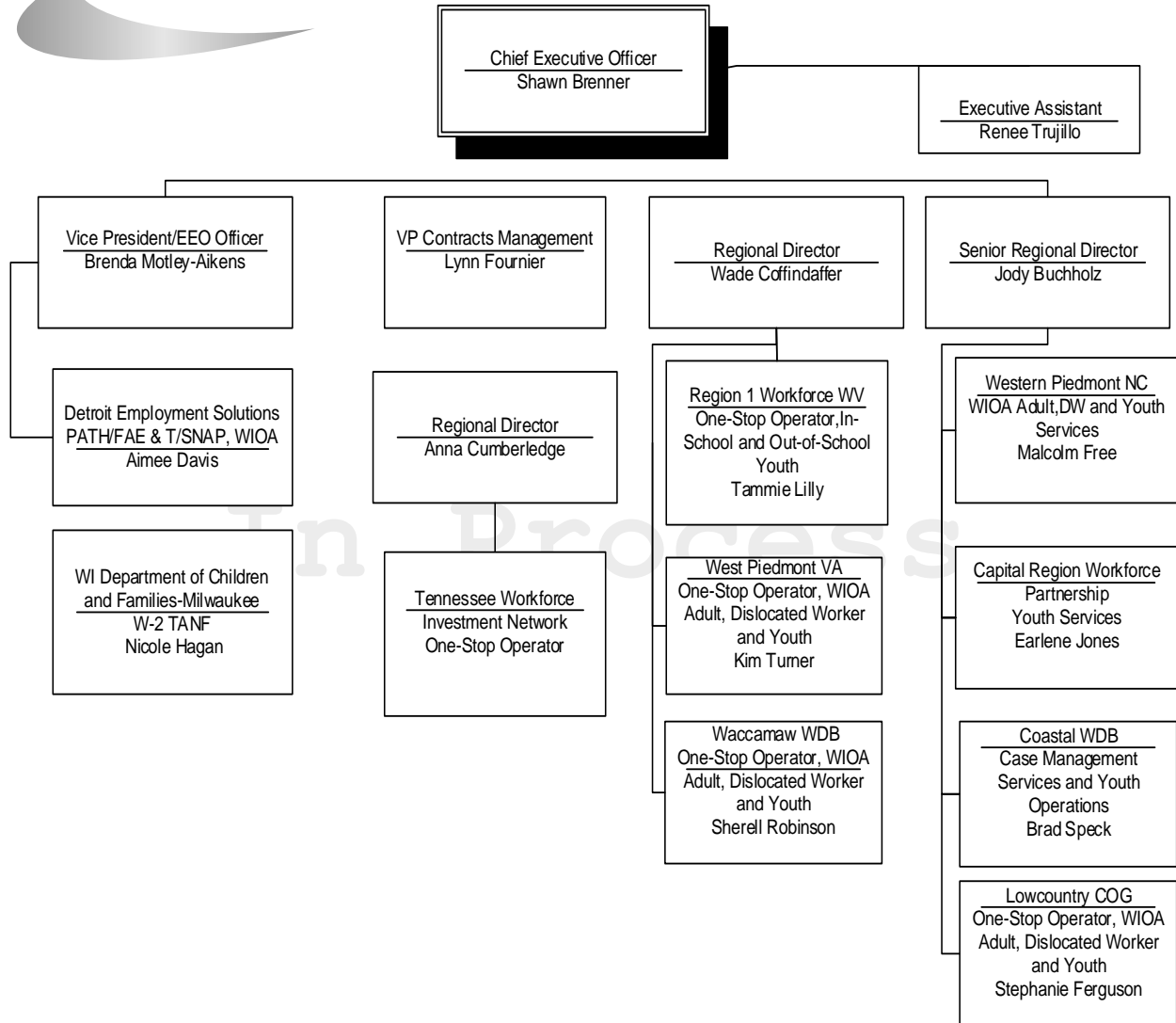
f. An organization chart showing the internal organization of the Respondent and number of regular personnel in each organizational unit.

Listed below is the Ross program structure-there is one position listed for each leadership role. Not shown: Mid-Ohio West Virginia and Yuma County, Arizona, starting July 1 , 2021.



Ross

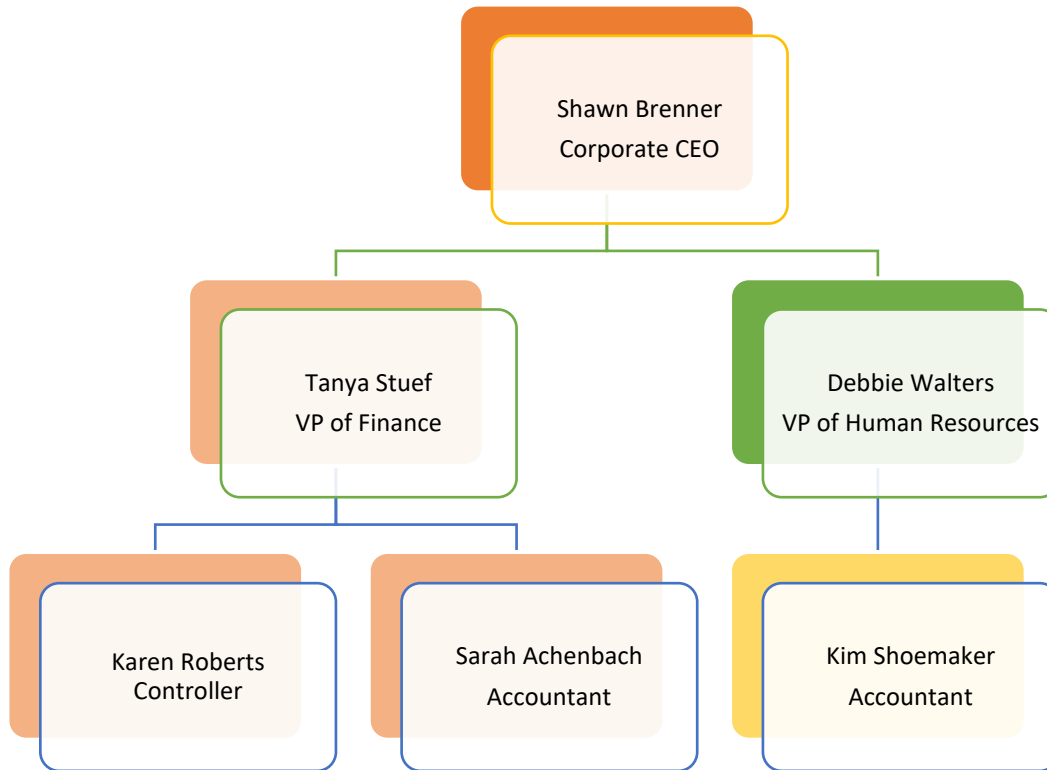
Innovative Employment Solutions Corp.
ORGANIZATION CHART



*New WIOA programs starting July 1, 2021 in Arizona and West Virginia

The chart below shows the back office/finance division of Ross IES.

Ross Finance



3. Provide a list of at least three (3) similar projects on which you have performed similar and related work in the last five (5) years. Attach a separate sheet for each project, up to a maximum of fifteen (15) pages, and provide:

- a. A brief description of each project;
- b. The Respondent's role;
- c. The name of the project manager or project lead;
- d. Start date;
- e. Completion date;
- f. Extent of the Respondent's participation; and
- g. A client contact, including name, phone number, and email.

Provided as an attachment.

4. Provide a list of three (3) client references that can be contacted with questions regarding the Respondent organization's past work.

Travis Guiden
(414) 676-4220
TRAYG1025@gmail.com

Terrance Gilmore
(414) 364-6128

Justin Burns
(414) 501-9676
JUSTINBURNS213@yahoo.com

5. What projects will your organization have in motion during the course of the County's project? What impact, if any, may those projects have on the County's project? How will your organization balance the priority of each of its in-motion projects throughout the course of its work with the County?

During the start-up time frame for Children First, Ross IES will not have any new projects. Only current projects will be in operation. Brenda Motley-Aikens, Vice President will provide oversight for the Children First Program. She currently manages the W-2 Milwaukee program and has the knowledge and experience in program management to prioritize work between programs and ensure all tasks and functions are completed in a timely manner.

6.3 PROJECT APPROACH

Provide information regarding your organization's proposed project approach for administration of the Children First Program. This section should answer the following questions: MILWAUKEE COUNTY RFQ # 98210018: Children First Program

1. Describe your project approach. At a minimum, state:

a. Your understanding of the program requirements, providing an executive summary of the project and necessary elements to administer the program for the County;

Ross Innovative Employment Solutions Corp. (Ross IES) has provided workforce development services for over 25 years. Our workforce programs began in 1992 (Ross educational programs originated in 1969) and have included CETA, JTPA, WIA/WIOA, Youth, TANF, SNAP, Prisoner Re-entry, Partnership for Adult Learning, and a variety of state workforce initiatives. This included operating One-Stop Centers, In-School and Out-of-School Youth programs, OJT, Adult Education, Welfare to Work, Food Assistance Employment and Training, Adult and Dislocated Worker services, ITA administration, Incumbent Worker programs, and Fatherhood Initiatives. Within these areas, we have received numerous awards including the **Prosperity Award, Making a Difference Award, Best Youth Provider and the Governor's Award for Workforce Development.**

We have served over one million customers with a success rate of over 90%. The agency currently administers the W-2 TANF program which has a "work first" philosophy. Currently, we use a combination of vocational assessments, job skills training, pre-vocational training, community service jobs and job readiness workshops to achieve this goal.

Our management goal is to **focus on critical workforce, economic, and educational/training challenges and opportunities to support a skilled workforce that meets the needs of businesses and strengthens the local area economy to compete globally.** Those guiding principles include:

1. Increasing access to education, training, and employment—particularly for people with barriers to employment.
2. Creating comprehensive, high-quality workforce development systems by aligning workforce investment, education, and economic development.
3. Improving the quality and labor market relevance of workforce investment, education, and economic development efforts.
4. Promoting improvement in the structure of and delivery of services.
5. Increasing the prosperity of workers and employers.
6. Improving the quality of the workforce, increasing economic self-sufficiency, meeting the skill requirements of employers, and enhancing productivity and competitiveness.

Ross IES will work with each Children First participant on an individual basis, providing vocational assessments to determine work style, skill level and interest. This will be implemented using an evidenced based model with an onsite Licensed Professional Counselor who will interpret the vocational assessments for the Case Manager. Ross IES will implement a streamlined process to connect participants to the most appropriate job skills training that leads to employment as quickly as possible.

b. A description of your proposed project approach, including a brief discussion of the tasks, steps, and methodology you will use to accomplish the work;

The work will be accomplished by establishing a referral system that works jointly with the court and child support. The agency believes continuous contact and progress is needed to keep NCP's engaged through in person and virtual services. The agencies will layout the quickest plan to employment possible that meets the NCP's needs by utilizing the process below:

- Establishing contact at the initial appointment within 24 to 48 hours of referral to the program
- Immediately engaging the participant through an orientation and scheduling vocational and educational assessments
- Utilizing the formal assessments to determine if training and/or additional soft skills are needed
- Completing an in-depth interview (informal assessment) to identify additional interests, work history, goal, family needs, etc.
- Matching the NCP with our established employer data base to attach the NCP to employment as quickly as possible.

The following steps will be followed to achieve the above:

Assessment – Assessment will take place at multiple points during the job seeker’s participation. A list of assessment tools available include literacy and basic skills, such as TABE, and Work Keys; abilities, such as the Purdue Pegboard; interests, such as O*Net, Career Scope, and Self-Directed Search, and workplace skills. Ross IES will also provide in Person-Centered Planning by a Licensed Professional Counselor to provide each customer with a one hour individualized Person-Centered Career Planning session which includes career counseling, a personality assessment and a vocational interest questionnaire. Useful information gathered in Person-Centered Planning includes, but is not limited to, understand a person’s personality, values, skills, interests, dreams, goals, life roles, and career history. Results from assessments will be utilized to create the Individualized Employment Plan (IEP) and guide the participant into the most appropriate activities, training and employment.

Enrollment/Career Planning – Ross IES will work to ensure compliance with Child Support requirements and time frames by continuously monitoring program quality throughout all areas of the contract including service delivery. Standard Operating Procedures (SOPs), file checklists, quarterly internal audits, satisfaction surveys from participants, training providers and employers will be utilized to ensure quality and compliance. The procedure for creation of an IEP includes incorporation of the assessment results into an in-depth interview to explore the interests, work history, family needs and any employment “challenges” as part of developing the IEP. From the basis of assessment, interviews, and IEP, a specific and individualized career and training path is developed for the participant.

Training – In addition to offering adult education through GED preparation and testing, Ross IES’s training programs will include both Job Club (Job Readiness) and the Phillip Roy, Inc. Prevocational Curriculum, both of which are 40 hours for a total of 80 hours. The Job Club curriculum will consist of training in the following: Labor Market Information research, job search techniques, completing online and paper applications, resume preparation, interviewing techniques, follow-up, job retention and more. The financial literacy portion will include information on the following: Financial Responsibility and Decision Making, Income and Careers, Planning and Money Management, Credit and Debt, Risk Management and Insurance and Saving and Investing. Job Club is available to all customers regardless of literacy and numeracy levels. However, customers are advised that they may be subject to meeting minimum requirements to enter into various training programs. This information will be discussed during orientation and reinforced during the initial meeting with the Case Manager as well as during Job Club.

Upon completion of Job Club, each participant will be assigned to a career track based on results from vocational assessments. Successful completion of the curriculum includes both pre and post exams for various sections throughout the week-long course of study. Each track provides basic training in both technical and softs skills that are needed to perform the jobs within a particular employment sector. Phillip Roy, Inc. materials range from first to ninth grade in comprehension levels. Participants will receive a Career Readiness Certification from Job Club and a Certificate of Completion for their specific career track in the Prevocational Curriculum.

Training Occupational Skills – Through the Phillip Roy Prevocational Curriculum, Ross IES offers basic training to participants in a variety of industries. Some of these include such sectors as Auto Mechanics & Body Repair, Construction, Electronics, Food Service, Office Clerical/Technology, Healthcare, Childcare and Plumbing among others. Therefore, if a participant is interested in early childhood education, the Phillip Roy Prevocational Curriculum teaches basic information about cognitive, emotional, physical, motor and social development.

Training Credentials – Ross IES in Milwaukee has successfully established ongoing partnerships with employers over the past eight and a half years, none of which require a nationally recognized job readiness certification for employment. However, Ross IES does and will provide certificates of completion to participants who complete the Phillip Roy Prevocational curriculum which provides basic technical and soft skills training in specific employment sectors.

Employment Placement Services – Ross IES currently has established relationships with over 200 employers in various high growth industries and will continue to develop more based on the needs of Children First customers' needs. A few examples are listed below:

Employer	Sector	Employer	Sector
Colello & Associates	Construction	Friedens	Hospitality
USPS	Distribution & Logistics	Spectrum	Info Technology
Associated Bank	Finance	Captel	Info Technology
Educators Credit Union	Finance	TJM Innovations	Manufacturing
Grace Supportive Living	Healthcare	Pitney Bowes	Manufacturing
MCFI	Healthcare	Bob's Discount Furniture	Retail
Golden Touch Assisted Living	Healthcare	First Student	Transportation
Hilton Garden Inn	Hospitality	Durham School Services	Transportation

The assessment data will be made available to employers in assisting with effective hiring of job seekers. Additionally, employers seeking to improve employee selection may utilize many of these tools to develop a hiring profile. Ross IES staff will offer this service to employers on an ongoing basis and qualified staff will be available to assist interested employers.

Additionally, for those who qualify for dual enrollment into the Wisconsin Works program, subsidized employment may be offered to participants who may need additional on-the-job training as a way to minimize risks to the employer. This may be offered to employers for a period of three to six months.

Follow-up Services - We are dedicated to supporting participants through their career pathways as well as obtaining positive outcomes. At a minimum, participant contact will take place monthly while they are enrolled in the program. Weekly check-ins will also take place with participants and training providers on an as needed basis through completion. Case Managers will schedule monthly appointments with participants to monitor their ongoing success through the program. Participant follow-up will be provided for one year after program exit.

Recruitment/Placement Expertise – As a company, Ross IES has served over one million low-income individuals with a success rate of over 90%. Those eligible for employment are placed at a rate of 75% - 100%. **Ross IES currently has the highest rate of training completion, entered employment (including high-wage jobs) and job retention among the W-2 providers in Milwaukee** and will utilize its current network of over 200 employers in the area to help participants who exit the program to secure employment with the highest possible wages.

c. Challenges you anticipate in this project, and how you propose to overcome them;

Two potential challenges to program success are active and consistent participation while enrolled in the program as well as during training and job retention. We will assign activities in collaboration with the participant through the development of the IEP. Additionally, Case Managers will have weekly check-ins to both participants and training providers while participants are engaged in activities leading to employment. Contact with participants will include phone calls, letters, home visits and regular visits to training and work sites to provide job coaching. Following program exit, Case Managers will maintain monthly contact with customers for one year.

d. Any expectations you have of the County or County staff to ensure project success

Ross IES expects and would greatly appreciate open and consistent communication with the County and County staff to ensure project success, including access to contact information for participants, etc. This of course, will be reciprocated by Ross IES staff.

2. How do you create employability plans and case management plans? Describe your process and provide examples of the resources you use.

The Case Manager and the participant jointly develop an individualized Employability Plan (IEP) in WWP. The IEP details employment, personal, and related goals as well as activities assigned to help reach those goals. The IEP is a binding document, which is signed by both the Case Manager and the participant in agreement and understanding of what is expected of the participant in his/her pursuit to attain self-sufficiency. The IEP will be reviewed on a monthly basis and should be updated any time there is a change in activities. Every attempt should be made to have the Children First participant sign the EP should any changes be made. Attempts should be documented. If a participant fails to sign the EP, it is still valid.

The Case Manager completes an informal assessment in WWP. The informal assessment is a tool used to evaluate the participant's job readiness. The results of the informal assessment assist

the Case Manager with making the most appropriate determinations for assigned activities and supportive services.

Ross IES also provides formal vocational and mental health assessments by a license professional counselor on staff. The LPC, who also has a Ph.D. provides individualized ***vocational assessments*** which are used to identify the participants' strengths, abilities, interests, resources, and/or barriers to assist each participant in successfully preparing for the career of their choice. The LPC provides one-on-one vocational counseling sessions designed to equip each participant with up-to-date job readiness skills and employment preparation strategies.

The LPC also provides individualized ***mental health assessments*** when necessary to identify psychological and social barriers, strengths, resources, abilities, interests, and/or determine the nature and scope of community services to be provided for participants as they seek additional mental health services. The LPC provides evidenced-based psycho-education, crisis intervention, and behavioral health resources for participants as needed upon request, making the appropriate referrals to outside providers as necessary.

Ross IES also provides educational assessments by administering TABE testing (Test of Adult Basic Education).

3. How do you successfully engage participants in orientation and assessments? What methodologies do you use if a participant is resistant?

After the Children First registration referral form is received from the partner agency, the Case Manager completes a one-on-one orientation within 24-48 hours. In the one-on-one orientation, the participant is presented with a video that introduces Ross IES leadership team and explains the various training and employment opportunities as well as programing and supportive services.

After orientation is completed, the Case Manager will engage participant immediately. Ross IES must enroll the NCP by entering the participant demographic information and Children First enrollment information in WWP. Upon completion of the enrollment process in WWP, the participant is considered "enrolled" in Children First, and the 16-week Children First calendar begins.

The Employability plan (IEP) is updated based on the informal, formal and vocational and career assessments. The IEP is developed with employment and self-sufficiency goals as well as personal and household concerns and goals. At a minimum, the IEP lays out the assigned activities, the activity schedule, and location. The IEP is signed by both the participant and the Case Manager.

When developing the IEP, the Case Manager and participant will consider and incorporate activities from other programs in which the individual is connected. Ross IES utilizes Quality

Assurance (for onsite services) and Business Service Representative staff (for off-site services), and surveys to monitor the quality of services delivered. This may include, but is not limited to:

- Community Based Organizations (CBO)
- Workforce Innovation and opportunity Act (WIOA) program
- Division of Vocational Rehabilitation (DVR)
- Wisconsin Technical College System (WTCS)
- Refugee Assistance Employment and Training Program
- Mental Health Counseling
- Physical Therapy
- Child Welfare Safety Services
- Housing
- Domestic Violence
- Alcohol and Other Drug Abuse (AODA) programs
- WISER Choice
- On site Vocational Assessment

Participants' time in activities and trainings will be monitored daily and weekly to determine progress and participation. Participants who are struggling will be reassessed and participants who are not actively engaged in activities will become part of a reengagement effort. Attendance will be monitored daily to ensure that the 16-week obligation is satisfied. Some reengagement efforts will include the following:

- Phone calls to the participant to discuss attendance and identify any issues
- Emailing and mailing appointment notices to the participant
- Home visits to the participant (when unable to reach via phone, email or mail)
- If the participant fails to show for scheduled appointments after multiple and varied attempts, the Case Manager will discuss the case with the supervisor for possible disenrollment. All information will be reported to the referring agency.

4. How will you enroll and register Participants in the program and the Children First Plan?

Ross IES will begin to provide services immediately after orientation. Orientation will be performed in person, virtually or over the phone within 24-48 hours of receiving the referral. Ross IES plans to provide services at the Milwaukee County courthouse and at 7800 W. Brown Deer Road, which is the main office location based on the needs of the participant. Upon completion of the enrolment process in CWW and WWP, the participant is considered "enrolled" in Children First, and the 16-week Children First calendar begins, Ross IES will have a Case Manager that is mobile and able to provide services wherever necessary to facilitate the success of the participant.

5. How will you track and monitor Children First cases in the Client Assistance for ReEmployment and Economic Support (CARES) system?

Ross IES staff has extensive experience in operating the CARES system. The Case Manager will track participation using the CARES non participation tracking system. They will monitor participation daily and weekly. Case comments will be completed within 24 hours documenting all activity regarding the case. All employment will be entered in the CARES and WWP system and reported to Child Support soon as employment is found. IEPs will be used to create a plan that the Case Manager is able to track and adjust to guide the participant to employment. The agency will adjust all information tracking to WWP once Phase 2 is implemented.

6. Describe your experience and qualification working as a liaison between CSS, Courts, and FCC.

Ross IES has provided workforce development services for over 25 years. Our workforce programs began in 1992 (Ross educational programs originated in 1969) and have included CETA, JTPA, WIA/WIOA, Youth, SNAP, Prisoner Re-entry, Partner for Adult Learning, and a variety of state work initiatives. and Ross also currently operates a TANF program (W-2) in Wisconsin. Within this program Ross IES has established a system through which the agency has received and processed referrals from CSS, Courts and FCC. Ross IES currently has an established relationship with all agencies and has been successful in facilitating a lucrative partnership through consistent communication. This will continue on a daily basis with Children First based on receipt of referrals and at a minimum on a weekly basis to report progress and changes with participants.

Ross IES will also ensure that all participants receive services that are culturally and linguistically appropriate through access to bilingual staff, the language line, and other auxiliary aids and services available upon request for people with disabilities.

7. How do you track and measure success of a program? What benchmarks do you use? Do you use programs, software, etc. to capture and analyze data related to program success and participation?

The agency considers success when the participant is employed and paying child support consistently. All measures of tracking will be based on reaching this goal.

The Case Manager will enter all data collected into the required data systems on an on-going basis per Children First policies and procedures. All data entered will be reviewed and monitored by the Supervisor or designated employee weekly to ensure the data is entered accurately as well as timely. Additionally, the Quality Assurance department will adapt current monitoring procedures to incorporate Children First requirements to capture all aspects of the program to determine if process is successful.

Ross IES has extensive experience with tracking performance data in TANF contracts. Our agency believes that internal controls, data management and analysis are a critical component of continuous quality improvement and effective program management.

Our practice is to continuously monitor program quality throughout all areas of the contract with formal evaluations occurring on a regular basis. The reports and information generated from this monitoring activity will be reviewed weekly and monthly to provide responses to any issues in order to maintain a high level of quality control and ensure the agency is meeting and exceeding the performance goals. The management team which consists of the QA Manager, Assistant Director and Project Director will meet monthly to:

- Enhance systems to ensure ongoing quality service and achievement of contractual levels
- Ensure maintenance of quality service and contractual service levels
- Evaluate services and develop strategies to continuously improve on services
- Develop strategies to improve and maintain agency performance

The QA Manager will review program status, performance and operating data with the Program Director, Assistant Director and other appropriate staff for potential program corrective actions or improvement options. The Assistant Director and Project Director will review data monthly (more frequently during program implementation) or if data indicates corrective action/program process modification is warranted.

8. Provide a high-level overview of your program plan that addresses all the areas described in Section 5: Scope of Work.

Participation in the Children First Program is made by referral. Referrals may come from the Department of Child Support Services, the Family Court Commissioner's Office, or one of Milwaukee County's family court judges in IV-D cases. Respondents must be capable of receiving referrals from any of these agencies, recording details regarding the referral, and communicating with the referring agency as required throughout the participant's time in the Program.

Ross IES has an established relationship and current referral system based on email referrals with the Department of Child Support Services. The agency will continue to use that system as well as incorporate reception of in person referrals with the courts. Ross IES will attend court sessions when needed and has the capability to receive referrals either in-person, fax or scanning.

Ross IES will serve the Milwaukee County area. Services may be provided for unemployed or underemployed NCPs who do not live in the Milwaukee County. Ross IES currently partners with employers throughout the city and has a Business Services Team that can travel outside of the county to recruit employers all throughout the county and state to accommodate the participant no matter where they live in the state

Ross IES shall begin to provide services within forty-eight (48) hours of referral. Ross IES currently plans to begin services at the MKE county courthouse and 7800 W. Brown Deer Road main office location. The agency is mobile and can provide services wherever necessary to

facilitate the success of the participant. The Case Managers and supervisor will be available Mon- Friday 8am to 5pm.

Once enrolled in the program Ross IES will determine what services are needed to obtain success for the participant. This will be a combination of work experience, job skills training, job search assistance, job placement, job orientation and retention activities. Services needed will be determined by the outcomes of one or a combination of the following:

- Comprehensive and Specialized Assessment
- Motivational Interview and Creation of an Individualized Employment Plan
- Career Planning, Workforce Preparation, Financial Literacy, Vocational Services

Prior to being assigned to a service or activity, each participant will complete a TABE and vocational assessment by a licensed professional. This will help the Case Manager and participant determine the quickest course of action to employment. Additionally, participants will complete a pre-vocational skills assessment using Phillip Roy, Inc. This curriculum uses research-based strategies such as those identified by the Northwest Regional Educational Laboratory (NWREL) to produce the best possible outcomes for participants. The applied Vocational Academic Curriculum will provide instruction in the following: Auto Mechanics & Body Repair, Childcare, Trade and Construction, Electronics, Food Service, Office Clerical/Technology, Retail, Healthcare and others. The goal is to have all assessments completed within the first week of enrollment. Depending the results of the TABE and all assessments, the participant will be either rapidly attached to employment or assigned to job club, job skills training, and/or work experience. Job Club will last no longer the two weeks, Work Experience no longer than four weeks, and Job Skills Training may vary by provider, allowing the agency time to evaluate progress and move participant to employment. Once training or activities are completed, all participants will meet with a Business Services Representative twice a week until subsidized or unsubsidized employment has been obtained

Participants' time in activities and trainings will be monitored weekly and daily to determine progress and participation. Participants who experience challenges will be reassessed and participants who are not actively engaged in activities will become part of a reengagement effort. Attendance will be monitored daily to ensure that the 16-week obligation is satisfied.

All documentation of the participant's progress and status will be available for CSS weekly or daily depending on the requests and requirements of Child Support Specialist (CSS). The status will be available electronically, fax or live reports. Ross IES will keep accurate records of all participants, new, current and past, using spreadsheets and State tracking systems.

Ross IES will promote the Children First Program internally and externally. Ross IES will market to the current W-2 TANF participants as well as utilize its established partnership network of community agencies, training providers, employers, etc. Ross IES also hosts quarterly steering committee meetings which consists of employers, training providers and community agencies, including a representative from Milwaukee County Child Support. Ross IES is also a member of

the Coordinating Council with Employ Milwaukee, Public Policy Committee and other business chambers. Ross IES will leverage these partnerships to promote the Children First Program.

Additionally, all Ross IES staff have training that includes Corporate Ethics, HIPPA, Fraud Prevention and Confidentiality using the Relias Academy curriculum training. Ross IES also meets all the confidentiality standards for the current W2 contract.

Any substance abuse identified by the child support, family court or assessment given by Ross IES will be addressed immediately with recommendations and referrals to treatment programs. Information will be reported weekly including applicants, applicants screened, and individuals referred for testing, and number of individuals referred for treatment.

During the pandemic the agency has been able to effectively continue essential services virtually using such technology as DocuSign, Zoom, Microsoft Teams, YouTube, Telehealth (phone assessments), etc. Also, some in-person services were provided using the recommendations of the Center for Disease Control while following State and local guidelines. Some of these include implementation of a brief questionnaire upon entering the building, temperature checks, masks (provided for those who don't have them), markings on floors designating six feet parameters, plexiglass at counters, cleaning stations and deep cleaning throughout the building. Ross IES's commitment to the success of its programs helped us continue to provide needed services through the pandemic.

9. Describe your experience and qualifications as they relate to statistical reports and follow-up results of participation in and compliance with a program similar to Children First. How do you track success of the program and/or participant compliance with the program?

Ross IES has successfully collected and tracked data for the W-2 TANF program for eight and a half years. The agency uses internal tracking and CARES and WEBI to monitor participants' activities and attendance. Based on the completion of activities or trainings, which are monitored using attendance records and communication with training providers and instructors, Ross IES is able to gauge the success of the program and the participant. Using this information, the agency is able to adjust to the needs of the program and its participants compliance with the program.

10. Describe the process you use to generate timely status reports and document the provision of services to Participants. How do you ensure your staff follow reporting requirements and produce consistent documentation? How will you ensure that status reports and documentation will be provided in a timely manner?

The Case Managers and Quality Assurance team will continuously identify information and reporting needs necessary to support constant program improvement and participation. The Case Manager will review engagement in daily activities while the Quality Assurance team will review weekly participation to monitor participation based on the time frame of the Children First participant in one or more of the following ways:

- Performance measures based on contract requirements, time frame between participant court dates and internal requirements will be reviewed monthly.
- Reporting accuracy will be monitored using information from data systems used by Children First and internal tracking for participant's activities and outcomes.
- Record keeping and file maintenance will be maintained by the Case Manager and monitored by a Quality Assurance team. This would include a review of program activity including enrollments, closures, and specific outcomes for each participant.
- Weekly required reports trigger action if performance or internal goals are not being met. An action plan is required by Quality Assurance Manager, who follows up on the progress and success of each goal. This process should identify non participation and allow the Case Manager to reassess and act accordingly.

Automated systems and reporting will be entered daily, weekly and monthly as required into the appropriate systems. All information will be reported to the referring agency timely. The QA manager will assure all time frames are met.

11. Describe your community resources. What unique relationships, tools, and abilities does your organization have that will allow you to link to additional community resources and promote program participation? In particular, address the following: Children First Program

a. How can your organization promote the Children First program?

Ross IES will promote the Children First Program internally and externally. Ross IES will market to the current W-2 TANF participants as well as utilize its established partnership network of community agencies, training providers, employers, etc. We will utilize a variety of in-person outreach as well as through electronic and social media outlets. Ross IES also hosts quarterly steering committee meetings which consists of employers, training providers and community agencies, including a representative from Milwaukee County Child Support. Ross IES is also a member of the Coordinating Council with Employ Milwaukee, Public Policy Committee and other business chambers. Ross IES will leverage these partnerships to promote the Children First Program.

b. What relationships and community awareness does your organization possess that will help you link participants in the program to other community resources?

Ross IES believes that partnerships are very important in ensuring the success of participants to produce a skilled workforce. Currently, Ross IES has partnership agreements with the following training providers based on the needs of its current customers: Miracles Training Center (Childcare, CDL), J. Johnson Educational Center (CNA, CBRF), Cutting Edge Staffing Services (Phlebotomy Tech, Customer Service, Forklift/Hazmat, ServSafe), Simple Steps (Microsoft, Forklift OSHA 10), Alliance (Phlebotomy Tech), Young Enterprise Society (Ecommerce, Landscaping), Five Star LLC (Customer Service) and Pro Staff (Construction). Ross IES is committed to developing additional formalized relationships based on the needs and goals of future customers.

c. Can your organization attend community-based events outside of regular business hours to present information and improve community partnership?

Yes, Ross IES has staff that will present and provide information outside of regular business hours.

d. What sets your organization apart in terms of your ability to serve the community and provide value to the community and participants?

Over one million customers have been served in various Ross IES programs. Those eligible for employment are placed at a rate of 75% - 100%. In just the past year, we have served the following: 3,000 Employers, 30,000 Disadvantaged Individuals, 650 Individuals with disabilities, 2,175 Dislocated Workers, 580 Young Adults. Locally, the Milwaukee W-2 TANF program served 216 Employers and over 3,000 Program Participants (including carry-ins from the previous year and new participants).

Within these areas, we have received numerous awards including the **Prosperity Award, Making a Difference Award, Best Youth Provider and the Governor's Award for Workforce Development. In Wisconsin, Ross IES won Best in Class awards from the Department of Children and Families for the previous three contract years.**

12. Describe your communications methodology and your expectations for communications in a COVID-19 environment for a successful project.

During COVID-19, Ross IES has transitioned to a hybrid service delivery model. Within this model, a portion of our staff have voluntarily worked in the office and continued to provide services virtually via phone, email, Zoom and Microsoft Teams to program participants. Onsite services were also offered to participants in our Business Services Center, with all participants required to remain at least six feet apart at all times. Documents have been transmitted using either DocuSign or through drop off to the local agency. As restrictions are gradually lifted, Ross IES will continue to provide to provide a hybrid service delivery model using phone calls, emails, Zoom and Microsoft Teams to communicate to program participants. Those who prefer to come into the office to receive certain service will have access to the Business Services center which is located onsite at 7800 West Brown Deer Road.

13. How has your entity adapted to new requirements as a result of the COVID-19 pandemic?

a. Do you have a pandemic preparedness plan? If so, provide it. b. How will you ensure participant and staff safety?

During the COVID-19 pandemic, Ross IES has been able to effectively continue essential services virtually using a Hybrid service delivery model. Some staff have worked in the office, while others have provided services from home. Ross IES has been able to effectively implement this model using such technology as DocuSign, Zoom, Microsoft Teams, YouTube, Telehealth (phone assessments), etc. Some in-person services are provided within the Business Services Center

located onsite using the recommendations of the Center for Disease Control while following State and local guidelines. Some of the requirements for using onsite services include implementation of a brief questionnaire upon entering the building, temperature checks, masks (provided for those who don't have them), markings on floors designating six feet parameters, plexiglass at counters, cleaning stations and deep cleaning throughout the building. Ross IES's commitment to the success of its programs helped us continue to provide needed services through the pandemic.

6.4 RESOURCES

Provide a written narrative describing the methods and/or manner in which you propose to recruit, hire, train, assign, and oversee staff required for the provision of services under this RFQ. The narrative should include the names of the person or people who will provide primary management and oversight of the services, including any subcontractors, their qualifications, and their years of experience in performing this type of work. Respondents should focus on accuracy, completeness, and clarity of content. Respondents are encouraged to keep responses brief and to directly answer each question. Marketing materials, non-specific responses, and unnecessary filler may result in score reductions. This section should answer the following questions:

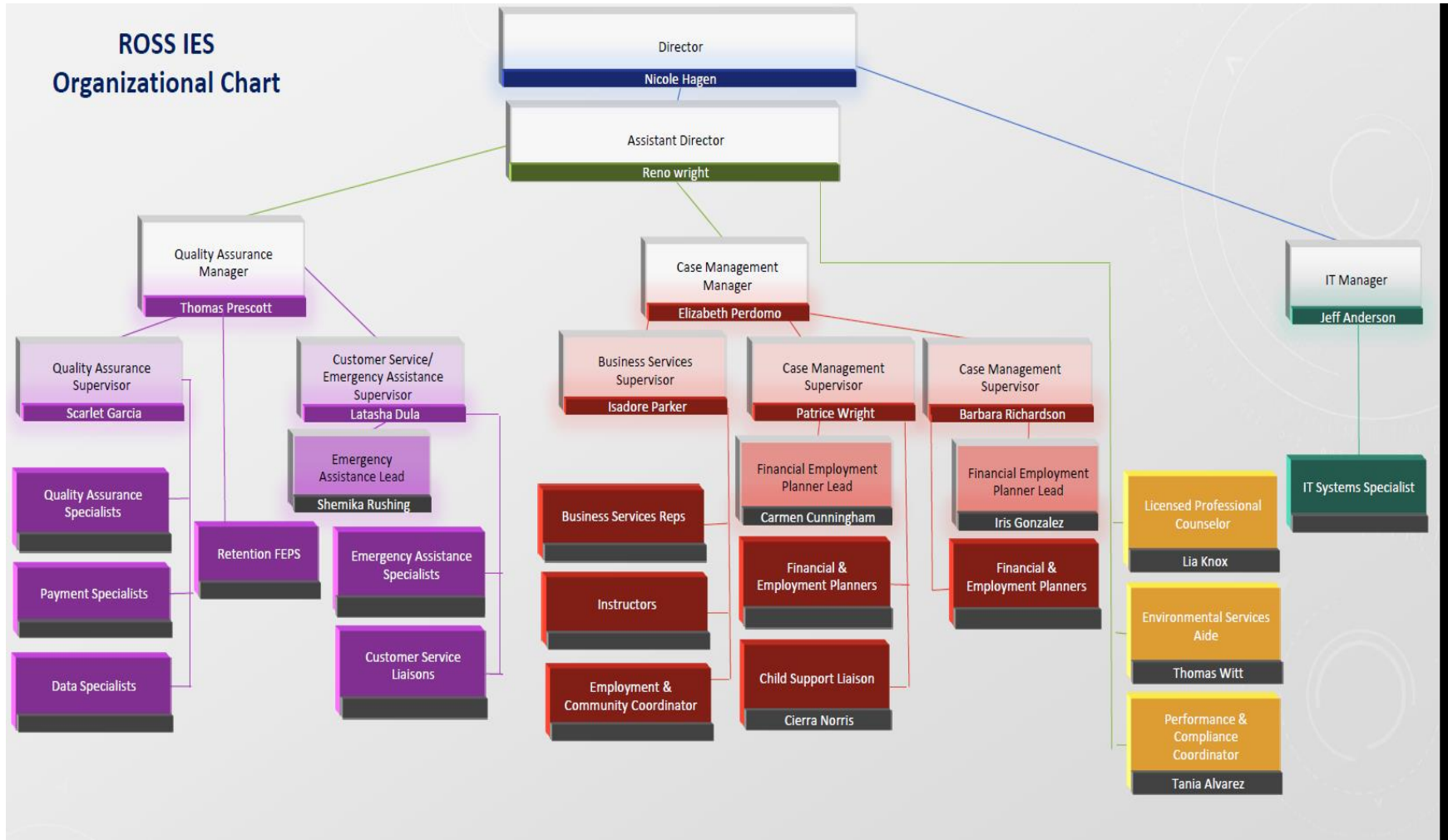
1. Describe how your organization is structured locally. Provide an organizational chart. How does this structure support your ability to provide the services you are proposing?

- Locally, the organization is structured with a leadership team of nine and line staff of over 60 and include the following:
 - 1 Program Director
 - 1 Assistant Director
 - 1 Case Management Manager
 - 1 Quality Assurance Manager
 - 1 IT Manager
 - 1 Quality Assurance Supervisor
 - 2 FEP (Case Management) Supervisors
 - 1 Business Services Supervisor
 - 1 Customer Service/Emergency Service Supervisor
 - 1 Licensed Professional Counselor
 - 1 Performance and Compliance Coordinator
 - 2 Lead FEPs (Case Managers)
 - 1 Lead Emergency Assistance Specialist
 - 1 Child Support Liaison
 - 4 Retention FEPs
 - 4 Business Services Representatives
 - 4 Employment and Community Coordinators
 - 26 Financial and Employment Planners
 - 4 Quality Monitors

- 2 Payment Specialists
 - 3 Data Specialists
 - 5 Customer Service Liaisons
-
- Local staff structure for the Children First project will include the following: 1 Program Director (PT), 1 Assistant Director (PT), 1 Quality Assurance Manager (PT), 1 Quality Assurance Specialist (PT), 1 Instructor (PT), 1 Licensed Professional Counselor (PT), 1 Business Services Representative (PT) and 2 Case Managers (FT).
 - Ross IES's current structure allows for the management team to allocate part-time hours to provide administrative and managerial oversight. Further, current staff members from other programs will transition into part-time or full-time roles in the Children First program to provide case management, job skills training and business services to participants. Additionally, whenever possible, participants may be dually enrolled in the Wisconsin Works program as long as they meet program criteria. Dual enrollment provides participants the opportunity to qualify for additional supportive services including, but not limited to, gift cards for participation in activities, transportation support, work clothing and supplies, subsidized employment, etc.

Our local organizational chart is detailed on the next page.

In Process



2. Provide a brief narrative describing the composition of the proposed project team, how the team was established, and how you selected staff members. Demonstrate the team's combined experience providing case management, job search, and training activities directly to constituent Participants.

The proposed members of the project have extensive experience administering and working with participants in programs similar to Children First. The majority of the team will allocate part-time hours to the program along with two full-time Case Managers. Proposed team members include the following:

- Nicole Hagen, Director, has over 23 years of experience working with Adults and Dislocated Workers, including non-custodial parents, in the JTPA and TANF programs. She has 14 years of management experience and is a member of the National Association of Workforce Development Professionals (NAWDP).
- Reno D. Wright, Assistant Director, has a BA, M.Div. and D.Min. and is a Career Development Facilitator through the National Career Development Association (NCDA). He has over 22 years of experience working with Adults and Dislocated Workers, including non-custodial parents, in TANF, Adult Education including Partnership for Adult Learning, WIA/WIOA Adult, Dislocated, Older and Younger Youth programs and is a member of NAWDP.
- Thomas Prescott, Quality Assurance Manager, has over 14 years of experience working with Adult and Dislocated workers in TANF programs. He has five years of management experience, three years in quality assurance and is a member of NAWDP.
- Jacqueline Billings, Quality Assurance Specialist, has an AA, is working on her BA and is a Certified Career Development Facilitator through the NCDA. She has seven years of experience working with Adults and Dislocated workers in the TANF program and is a member of NAWDP.
- Colin Morgan, Case Manager, is working on his BA. He has two years of experience working with Adult and Dislocated workers, including non-custodial parents, in a TANF program and is a member of NAWDP.
- Cierra Norris, Case Manager, has a BA and is a Certified Career Development Facilitator through the NCDA. She has six years of experience working with Adult and Dislocated workers, including non-custodial parents, in both TANF reentry programs and is a member of NAWDP.
- Ronney McMiller, Business Services Supervisor, has a BA and has 17 years of experiences in business development. He has seven years of experience working in TANF programs and is a member of NAWDP.
- Rikita Drummond, Instructor, has an AA and has three years of experience working in TANF programs. She is a member of NAWDP.
- Dr. Lia Knox, Licensed Professional Counselor, has a BS. An MS and a Ph.D. She has 20 years of experience providing counseling services.

3. Provide the name(s) of the person or people who will provide management and oversight of the services, along with any subcontractors, and include their qualifications and years of experience performing this type of work. This description should include all members of your management and operations team(s) for this project, as well as their roles and resumes. In addition, please:

a. Identify the employee assigned as the contract lead for the Contract and attach the employee's resume.

- Reno D. Wright, Assistant Director (Resume Attached)

b. Designate a representative from your local or regional business office who will act as escalation contact under the Contract. The escalation contact should be available on an emergency basis.

- Nicole Hagen, Program Director (Resume Attached)

4. Describe the experience of the proposed staff members you will assign to this project. Include proof of direct experience with the specific subject matter and the type of services provided. For each staff member, identify his or her area(s) of expertise (i.e., human services, job search, case management, and job training services), and provide a resume. Resumes must include:

a. Full name; Nicole Hagen
b. Title and area of specialty; Program Director/Human Services, Case Management
c. Affiliation (employee, agent, subcontractor, etc.); Employee
d. Experience directly related to this project; Management
e. Education and training. (See Resume)

a. Full name; Reno D. Wright
b. Title and area of specialty; Assistant Director
c. Affiliation (employee, agent, subcontractor, etc.); Employee
d. Experience directly related to this project; Management/Human Services, Case Management, Job Search, Job Training Services
e. Education and training. (See Resume)

a. Full name; Thomas Prescott
b. Title and area of specialty; Quality Assurance Manager/Case Management, Job Training Services
c. Affiliation (employee, agent, subcontractor, etc.); Employee
d. Experience directly related to this project; Quality Assurance
e. Education and training. (See Resume)

a. Full name; Lia Knox

- b. Title and area of specialty; Vocational Assessments
- c. Affiliation (employee, agent, subcontractor, etc.); Employee
- d. Experience directly related to this project; Vocational Assessments
- e. Education and training. (See Resume)

- a. Full name; Cierra Norris
- b. Title and area of specialty; Case Manager/Case Management
- c. Affiliation (employee, agent, subcontractor, etc.); Employee
- d. Experience directly related to this project; Case Management
- e. Education and training. (See Resume)

- a. Full name; Colin Morgan
- b. Title and area of specialty; Case Manager/Case Management
- c. Affiliation (employee, agent, subcontractor, etc.); Employee
- d. Experience directly related to this project; Case Management
- e. Education and training. (See Resume)

- a. Full name; Ronney McMiller
- b. Title and area of specialty; Business Services Representative/Job Search
- c. Affiliation (employee, agent, subcontractor, etc.); Employee
- d. Experience directly related to this project; Job Search
- e. Education and training. (See Resume)

- a. Full name; Rikita Drummond
- b. Title and area of specialty; Instructor/Job Skills Training
- c. Affiliation (employee, agent, subcontractor, etc.); Employee
- d. Experience directly related to this project; Job Skills Training
- e. Education and training. (See Resume)

5. Demonstrate your ability to recruit, hire, and train staff necessary for provision of the services contemplated by this RFQ. If you have not determined all individuals to be staffed on this project, please provide your criteria for identifying and selecting individuals for these types of roles.

Our team has orchestrated a number of transition and site start-up over the years. The Ross Transition Team will provide clear direction, goals and timelines for all areas of the transition including hiring new and transitioning current agency staff, file transfer (if necessary) and implementation of all program components in accordance with the Children First program including initial recruitment.

Ross IES will utilize a personality assessment and relevant work experience to help determine whether a candidate is best fit for the position.

Ross IES staff has access to our online learning library, Ross Relias Academy, for ongoing staff development. This web-based training system helps individual better address the varied needs of those we serve.

Ross IES requires employees to complete 30hrs of professional development training yearly for professional growth.

6. All employees, designees, and/or representatives of any winning Contractor will be required to pass County criminal background check and fingerprinting requirements prior to authorization to work on the project or access County systems. How does your entity ensure that background checks and fingerprinting requirements are completed in a timely manner?

Prior to hiring the agency has completed all background checks on all employees and already meet the county requirements based on our current W-2 TANF contract.

7. If any services provided in any part of your Proposal rely on the experience, accounting and operational controls, or technical skills of any subcontractor or third party ("Essential Subcontractor"), state:

- a. The name of the Essential Subcontractor;
- b. The roles and/or responsibilities the Essential Subcontractor will undertake;
- c. A letter from each Essential Subcontractor indicating that the organization concurs with the roles and responsibilities you have described above.
- d. The overall extent to which your ability to provide the services is dependent on the Essential Subcontractor(s), and your plan to deliver services if the Essential Subcontractor becomes unavailable

Not Applicable-Ross does not use third party subcontractors for any accounting operational controls or technical skills relative to the operation of this contract type.

6.5 FINANCIAL CAPABILITY

Respondents must provide a statement regarding their organization's financial strength. In addition, they should include proof of financial capability if any capital improvements are proposed. At a minimum, this section should answer the following questions:

1. Demonstrate that your organization has, or can obtain, adequate financial resources to perform the services under any Contract resulting from your Qualifications.

Ross IES administrators have over 25 years' experience administering grants with numerous contracts and funding streams, encompassing nearly 500 million in overall funding. We have controls in place within the accounting system to ensure integrity of all funds. Currently, Ross IES has funds reserved to provide program start-up costs that can cover costs for several months.

- a. Describe your working capital/cash position and your ability to remain viable over the

proposed Contract term.

Our annual budgets are over 25 Million. The Children First Program would only be a small portion of our organizational work. We also maintain a cash balance of \$1 Million in a non-interest bearing account.

b. Provide copies of audited annual financial statements for the last three (3) years, and proof of up-to-date taxes from unlisted companies.

Our audited financial statements for the past three years are attached. We do not possess any unlisted companies that have stocks; our organization can provide tax returns from our company and our owned companies.

c. Provide details of any material changes (e.g., ownership, structure, acquisitions, etc.) in the last financial year.

Not applicable.

2. Provide your projected operating expenses in the areas of staff, equipment, utilities, and other routine operating expenses.

Operating expenses are contingent on award and service levels. Staffing will be assigned based on the projected client number. As more clients are referred to the program, additional staff time will be added to this project. Anticipated expenses include background checks, laptops and mileage costs, as well as any charges for usage space within the courthouse. Ross IES also calculates administrative costs. These projected expenses are \$150,000.

3. Provide your projected sales revenue, with a detailed analysis to support the revenue projection.

Estimated number of referrals-290

290 Registrations X 200=\$58,000

200 Satisfactory Completions for the first 10 hours X \$400=\$80,000

100 Program Completions X \$200=\$20,000

Total Revenue=\$158,000

4. Provide your current D-U-N-S Number. Indicate how long you have had the number.

Ross IES' DUNS Number is 08-003-4462, since 2016.

5. Provide your current federal tax ID number. Indicate how long you have had the number.

Ross IES' Federal Tax ID number is 47-4926893 since 2015

6. Complete Section 7.12: New Vendor Form.

Attached

6.6 CONTRACTS & LEGAL POSTURE

Provide information regarding the contractual history and legal posture of your organization. This section must answer the following questions:

1. Provide a list of all new government contracts your organization has been awarded in the last five (5) years.

- WIOA Adult and Dislocated Worker-Yuma Private Industry Council
- One-Stop Operator, WIOA Case Management Services-Mid-Ohio Workforce Investment Board
- WIOA Adult and Dislocated Worker-Western Piedmont Workforce Development Board
- Youth Services-Capital Region Workforce Partnership-Virginia
- One-Stop Operator, WIOA and Youth Services-West Piedmont Workforce Development Board
- WIOA Youth Services-Coastal Workforce Services
- One-Stop Operator, WIOA and Youth Services-Lowcountry Council of Governments
- One-Stop Operator, WIOA and Youth Services-Waccamaw Workforce Investment Board

2. Provide a list of all government contracts your organization has lost, either through termination or non-renewal, in the last five (5) years. For each contract, indicate:

- a. The client;
- b. The length of the contract;
- c. The termination date;
- d. Whether the contract was terminated or not renewed;
- e. The reason for termination or non-renewal.

Not applicable-Ross has not had any contracts terminated or not renewed.

3. Provide a synopsis of any and all litigation(s) within the last five (5) years in which the Respondent was a party. Include venue, style of case, and status of litigation.

8/2019 – Wisconsin - Shannon Hassell – NLRB – Unfair Labor Practice - settled for \$13,000

5/2020 Wisconsin – Shawn Adkisson – NLRB – Unfair Labor Practice - settled for \$25,300

6.7 TARGETED BUSINESS ENTERPRISE UTILIZATION & RACIAL EQUITY

The award of this RFQ and any resulting Contract is conditioned upon the Contractor's good faith efforts in achieving the project's Targeted Business Enterprise participation goal of 17%. Contractors must document all efforts to ensure the participation goal, including regular reporting of TBE participation during the course of the Contract using the County's Diversity Management and Compliance System. This section must answer the following questions:

1. Describe how you intend to utilize any TBE(s) to provide any services under the Contract.

Ross IES prescribes to the approach of local government shifting to more effectively address the root causes of racial inequities. According to the Milwaukee County Health and Equity Framework, the areas being addressed include institutional practices, living conditions and health outcomes. In order to assist in this effort, Ross IES will actively seek out TBEs with the help of the Business Services Unit and work closely with community partners to increase the skillset of people of color through job skills training and subsidized employment opportunities. Ross IES will also utilize its array of community resources to connect participants with agencies to help improve their current living conditions and health disparities on a case-by-case basis.

2. Complete and upload Section 7.7: Targeted Business Enterprise Forms.

Attached

3. Demonstrate how your organization will comply with the 17% TBE utilization goal set by the Milwaukee County Community Business Development Partners.

It is our understanding that the 17% TBE utilization goal is waived for this project, however we do make every attempt to make good faith effort towards the Targeted Business Enterprise participation.

4. Describe your organization's understanding of racial equity programs and explain how your organization will advance Milwaukee County's mission of achieving racial equity in the County.

Ross IES currently administers the TANF W-2 and the Emergency Assistance programs, both of which provide access to funds to improve living conditions as well as training and job opportunities to provide sustainable wages for Milwaukee families. The majority of the current participants come from areas that are mostly occupied by people of color and Ross IES understands Milwaukee County's vision to address such areas as birth rate, health, housing, poverty, food, incarceration and education.

Ross IES currently offers the following services that may help address some of these areas, including, but not limited to: GED training and testing, onsite mental health counseling with a licensed professional counselor, referrals to AODA and other mental and physical healthcare facilities, job skills and on-the-job training opportunities, partnership with an agency that provides parenting skills for fathers, etc. Additionally, much of Ross IES's current success has been due to the intentional efforts of working with minority owned and/or operated businesses, including employers, training providers and community agencies. In addition to strengthening these current relationships, including the established relationship we have with Milwaukee County Child Support and U.S. Probation and Parole Office Eastern District of Wisconsin, Ross IES will continue to build relationships with community organizations that support the vision of racial equity in Milwaukee County.

In Process



SERVICE AGREEMENT
Ross Innovative Employment Solutions Corp.

EXHIBIT E:

TBE Participation Waiver

In Process

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TBE Participation Recommendation**CONTACT INFORMATION**

Contract Administrator: Sandra Stevens Phone: _____ Date: 10/27/2021
 Email Address Sandra.Stevens@milwaukeecountywi.gov Dept: CSS Grant \$\$: _____ Org No. _____

PROJECT INFORMATION

Project Name: Children First Program Project No.: _____

Contract Scope/Project Description (**attach scope/description of work or estimating sheet**):

This contract from RFQ 98210018 is for the administration of the Milwaukee County area's Children First Program. The program and program guide are promulgated by the State of WI and Child Support Services awards a contract for administration of the program, which is reimbursed by the State.

Contracting Opportunities (List NAICS codes): _____

TYPE OF PROJECT

Contract Value: Dependent on Usage Contract Type: Services

EXPLANATION

Request for a goal of 0% requires signature of department head. Check boxes below. Check all that applies.

- A. \$10,000 or less B. Rental or Lease C. Governmental Agency or Institution
 D. ¹Non-Profit (No subcontract) E. Purchasing or Renewal of software license
 F. ²Contract Extension/Amendment G. ³Specialized H. Only one individual assigned to the contract
 I. The nature (scope of work) of contract doesn't have subcontracting opportunities J. ⁴Grants
 K. No funding use by Milwaukee County L. Special License or Certificate required
 M. Other _____

Department/Division Administrator

Name _____ Signature _____ Date _____

CBDP USE ONLY

Concur with Recommendation _____, or provide the following goals: _____ %

This contract is exempt from a participation goal: ___ Yes ___ No

Approved: _____ Date: _____

Note: 1 Non-Profit is not subcontracting work. 2 Must have the original Participation agreement. 3. No known TBE firms available. 4 No subcontracting to a non-profit entity. 5 A non-Milwaukee County entity is funding the project.



SERVICE AGREEMENT
Ross Innovative Employment Solutions Corp.

EXHIBIT F:

EEOC Certificate

In Process

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MILWAUKEE COUNTY
RFQ # 98210018: Children First Program

7.5 EEOC COMPLIANCE FORM

**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE
FOR MILWAUKEE COUNTY CONTRACTS**

CONTRACTOR hereby certifies that it is in compliance with the equal opportunity policy and standards of Milwaukee County, and Federal rules and regulations regarding nondiscrimination in employment and service delivery.

Nondiscrimination (Milwaukee County General Ordinance (MCGO) 56.17)

CONTRACTOR certifies that in the performance of work or execution of this Contract, it shall not discriminate against any employee or applicant for employment because of race, color, national origin, or ancestry, age, sex, sexual orientation, gender identity and gender expression, disability, marital status, family status, lawful source of income, or status as a victim of domestic abuse, sexual assault or stalking, which shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships.

CONTRACTOR will post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the County setting forth the provisions of the non-discriminatory clause.

A violation of these provisions shall be sufficient cause for the County to terminate the Contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the CONTRACTOR for use in completing the Contract.

Equal Opportunity (Title 41 of the Code of Federal Regulations, Chapter 60 (41 CFR 60))

CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting for the provision of his nondiscrimination clause. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.



MILWAUKEE COUNTY
RFQ # 98210018: Children First Program

Affirmative Action Program (41 CFR 60-1.40)

CONTRACTOR certifies that it will strive to implement the principles of equal employment opportunity through an effective affirmative action program (and will so certify prior to the award of the Contract), which shall have as its objective to increase the utilization of women, minorities, and disabled persons and other protected groups, at all levels of employment in all divisions of the CONTRACTOR'S work force, where these groups may have been previously under-utilized and under-represented. CONTRACTOR also agrees that in the event of any dispute as to compliance with the preceding requirements, it shall be its responsibility to show that all requirements are met.

Non-Segregated Facilities (41 CFR 60-1.8)

CONTRACTOR certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained.

Subcontractor

CONTRACTOR certifies that it has obtained or will obtain certifications regarding non-discrimination, an affirmative action program and non-segregated facilities from proposed subcontractors that are directly related to any contracts with Milwaukee Count before the award of any subcontracts, and that it will retain such certifications in its files.

Reporting Requirement

Where applicable, CONTRACTOR certifies that it will comply with all reporting requirements and procedures established in 41 CFR 60.

Affirmative Action Plan

CONTRACTOR certifies that, if it has 50 or more employees, that it will develop and/or update and submit (within 120 days of Contract award) an Affirmative Action Plan to:

Mr. Paul Grant, Audit Compliance Manager
Milwaukee County Department of Audit
633 W. Wisconsin Ave., Milwaukee, WI 53203
Telephone No.: (414) 278-4292

CONTRACTOR certifies that, if it has 50 or more employees, it has filed or will develop and submit (within 120 days of Contract award) for each of its establishments a written affirmative action plan. Current Affirmative Action plans, if required, must be filed with:

Milwaukee County Department of Audit
633 W. Wisconsin Ave., Milwaukee, WI 53203



MILWAUKEE COUNTY
RFQ # 98210018: Children First Program

Telephone No.: (414) 278-4292

CONTRACTOR will also require its subcontractors that have 50 or more employees to establish similar written affirmative action plans.


Employees

CONTRACTOR certifies that it has the following number of employees in the Standard Metropolitan Statistical Area, which includes the counties of Milwaukee, Waukesha, Ozaukee and Washington, Wisconsin: 71. CONTRACTOR certifies that it has the following total number of employees in its workforce: 209.

Executed this 17th day of June, 2020

Firm Name: Ross Innovative Employment Solutions Corp

Address: 301 Orchard Street, Suite 2, Saint Clair, MI 48079

Representative:  /Chief Executive Officer
(Signature/Title)



SERVICE AGREEMENT
Ross Innovative Employment Solutions Corp.

EXHIBIT G:

Milwaukee County

Information Technology Policies

In Process

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MILWAUKEE COUNTY
RFQ # 98210018: Children First Program

7.13 INFORMATION TECHNOLOGY POLICIES ACKNOWLEDGEMENT FORM

Respondent has read, understands, and acknowledges the following Information Technology Policies, and agrees to abide by all terms and provisions of those policies, when and as applicable to the services provided under this RFQ and any resulting Contract.

Respondent Name: Ross Innovative Employment Solutions Corp

Authorized Representative: Shawn Brenner

Title: Chief Executive Officer

Signature: 

Date: 6/17/21



Information Management Services Division
 Department of Administrative Services

Title: Administrative Directive on Acceptable Use
Approval: Chief Information Officer

Issue Date: 05/01/15
Supersedes: Acceptable Use
 Directive 01/02/2014

<p>Definitions:</p>	<ul style="list-style-type: none"> • County: Milwaukee County Government • Directive: This Administrative Directive on Acceptable Use • Information System: Hardware, Software, Data, Networks, Portable Devices and any other County data processing infrastructure, equipment, technology, components, information or material of any sort. <ul style="list-style-type: none"> ○ Hardware: Physical data processing components, goods or equipment of any sort owned or controlled by the County. Hardware includes Portable Devices. ○ Software: Data processing programs on or associated with Hardware, irrespective of where software resides or executes. ○ Data: Information, communication, material or graphics of any sort stored or transmitted electronically via the Information System. ○ Networks – Connecting systems that allow the Information System to communicate. This includes wireless networks. ○ Portable Devices – County portable Hardware, including cellphones, tablets and laptops. • User: Any person – including a County employee, consultant, contractor or agent – using Information System.
<p>Purpose:</p>	<p>This Directive sets out acceptable uses of the County’s Information System.</p>
<p>IMSD Principles:</p>	<p>Everything on the Information System, whether job-related or personal, belongs to the County. The County is the sole owner of the Information System and all Data.</p> <p>The Information System is owned and controlled by the County and is provided to further the efficient operation of the County’s business. The Information System is not provided for inappropriate uses or for the personal convenience of Users.</p> <p>Users have no expectation of privacy when using the County Information System. The County Information System is subject to search at any time by the County or its agents, without notice to or permission of Users.</p> <p>All Data, whether or not “personal,” is subject to the County’s monitoring, review, deletion or collection at any time, without notice or permission, to ensure compliance with this Directive, to comply with law enforcement requests, to complete an investigation, to defend the County in legal proceedings, to comply with open records requests or for any other reason consistent with the law. This includes documents, emails, texts, instant messages, graphics, photos or any other items.</p>



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	<p>Any Data or Software created by a User in the scope of or related to the User’s employment or work for the County becomes the property of the County upon creation and must not be copied or shared except to assist the User in the performance of his or her County work.</p>
<p>Accountability and Enforcement:</p>	<p>County employees and contract workers or other non-employee Users will be required to acknowledge and sign this Directive.</p> <p>Failure to comply with this Directive will constitute action outside the scope of the User’s County employment or obligations and may result in discipline up to and including termination of the User’s employment or engagement.</p> <p>Failure to comply may also result in denial of access to the Information System.</p> <p>Federal law may also apply when the crime is committed on a computer or communications device that communicates to another device outside of the state.</p>
<p>User Procedures and Conduct:</p>	<p>1. The Information System</p> <p>a. Access</p> <ul style="list-style-type: none"> <i>i.</i> Only authorized Users may use the County Information System, and only through their own usernames, passwords and other means made available by the County. <i>ii.</i> Users must not knowingly share or allow the use of usernames and passwords with anyone, whether or not another User. <i>iii.</i> Users may access, use or share Data only to the extent authorized and necessary to fulfill assigned job duties. <i>iv.</i> Users are accountable for all work, transactions and communications under their usernames and passwords. <i>v.</i> Users are expressly prohibited from pursuing unauthorized access to restricted areas of the Information System and from accessing or trying to access, copy, alter or delete the Data of any other User without authorization. <i>vi.</i> Users requiring job access to material or sites otherwise prohibited under this Directive may submit a specific written request, approved by management, to IMSD for consideration. <p>b. Inappropriate Activity</p> <ul style="list-style-type: none"> <i>i.</i> Users are expressly prohibited from accessing, displaying, downloading or distributing any Data or material of any sort that could be deemed pornographic, racist, sexist, defamatory, discriminatory, harassing or otherwise offensive or in violation of



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	<p>County policies, resolutions or ordinances, state or federal law, or any other applicable law.</p> <ul style="list-style-type: none"><i>ii.</i> Users are expressly prohibited from using the County Information System to attempt to probe, scan, disable, overload or breach the security or authentication measures of any system or Network, either internally or externally.<i>iii.</i> Users are expressly prohibited from knowingly introducing or propagating any computer virus or other harmful feature in the Information System. Users must use extreme caution when opening e-mail attachments received from unknown senders, which may contain malicious content. A User who becomes aware of a virus or other harmful feature must immediately disconnect from all Networks, cease using the Information System and immediately report the discovery to the IMSD Service Desk at imsdhelp@milwaukeecountywi.gov or call 414-278-7888. <p>c. Software</p> <ul style="list-style-type: none"><i>i.</i> Only Software owned, licensed or authorized by the County may be installed or used on the Information System. Users are expressly prohibited from installing or attempting to install unauthorized Software.<i>ii.</i> Users must not download Software from the Internet unless specifically authorized to do so by IMSD. Users must not download or distribute pirated Software or Data. <p>d. Data and Physical Security</p> <ul style="list-style-type: none"><i>i.</i> Users must store all County-related Data in County designated storage locations where it can be backed up. No personal, non-County Data is to be stored on the Information System nor should the Information System be used to collect, store, transmit or transfer any type of personal data and information.<i>ii.</i> Any theft, loss or unauthorized disclosure of Data must be reported immediately to the IMSD Service Desk at imsdhelp@milwaukeecountywi.gov or call 414-278-7888.<i>iii.</i> Any Data or material, including personal material, that is stored on the Information System is not private and is subject to County access and disclosure at any time, including to comply with law enforcement requests, to complete an investigation, or to defend the County in legal proceedings.<i>iv.</i> Users must take adequate steps to protect the physical security of the Information System by ensuring Portable Devices are securely
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	<p>stored when not in use and workstations are locked when left unattended. Any theft or loss of Hardware must be reported immediately to the IMSD Service Desk at imsdhelp@milwaukeecountywi.gov or call 414-278-7888.</p> <ul style="list-style-type: none">v. Users must preserve all Data required to be retained under applicable law, resolution or policy. This includes emails, texts and, where possible, instant messaging where applicable.vi. Users who maintain "isolated" Data such as safe combinations, alarm codes, domain name registry passwords, administrative passwords, off-site storage access codes, etc., must contact the IMSD Service Desk at imsdhelp@milwaukeecountywi.gov or call 414-278-7888 to ensure that duplicate copies of the information are securely maintained. <p>e. Portable or mobile Hardware</p> <ul style="list-style-type: none">i. Users who have been issued County Portable Hardware (such as BlackBerrys, smartphones, tablets, or network access devices) or access the County Information System remotely through any other personally owned Hardware that is approved by IMSD must ensure they are protected with a password or a passcode, and must secure the equipment when left unattended.ii. The theft or loss of any County- or personally-owned portable or mobile Hardware (such as BlackBerrys, smartphones, or tablets) that accesses the County Information System remotely must be reported immediately to IMSD Service Desk at imsdhelp@milwaukeecountywi.gov or call 414- 278-7888. Users accessing County Information Systems through personally-owned mobile devices (such as an iPhone, Blackberry, smartphone or tablets) must review and sign the <i>County Mobile Device Release and Waiver</i>.iii. Users using County Portable Hardware must comply with applicable laws and ordinances restricting mobile device usage while driving.iv. Users are not allowed to use mobile devices while operating a vehicle even where it is legal to do so. <p>2. Email and Texting, Instant Messaging, Social Media and Internet</p> <p>a. General</p> <ul style="list-style-type: none">i. Users must not send sensitive or confidential Data over the Internet or via email without adequate protection securing the Data. Examples include credit card numbers, telephone calling
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	<p>card numbers, fixed passwords, health information or customer account numbers which relate to personal identification information or personal health information.</p> <p><i>ii.</i> The Information System, including email, texting, etc., is not to be used to convey non-work-related information other than described in the section on <i>Incidental Personal Use</i>.</p> <p>b. Email and Texting</p> <p><i>i.</i> Users must take particular care when using email or texting as a means of communication because, although often informal in nature, email communications may be subject to production in a legal action or Public Records request.</p> <p><i>ii.</i> Users must not knowingly distribute or forward hoax virus warnings, chain letters, jokes, political commentaries, or similar unsolicited email or texts of any kind.</p> <p><i>iii.</i> Users must not access any other User's email or texts without explicit authorization from that User (e.g. through Outlook delegates) or proper management permission.</p> <p><i>iv.</i> Users must not send any email or text purporting to come from another User without explicit authorization from that User (e.g., through Outlook delegates).</p> <p><i>v.</i> Due to their disruptive effect, system-wide or "all user" messages or blasts are prohibited, except as part of the County's authorized emergency response efforts. Please note the County intranet may provide a suitable location for information of interest to all employees.</p> <p>c. Instant Messaging</p> <p><i>i.</i> Users may access approved instant messaging services only for informal business communication similar to a quick phone call or quick in-person verbal communication, unless the content of the messages is subject to an instruction to preserve records and electronically stored information.</p> <p><i>ii.</i> Users may not send or receive file attachments via instant messaging services.</p> <p><i>iii.</i> Users must communicate only with known and trusted correspondents via instant messaging</p> <p><i>iv.</i> Instant messages should not be used to transfer or record any substantive government information, because instant messages are not normally stored or saved.</p>
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	<p>3. Internet and Intranet</p> <p>a. Business Internet Access</p> <ul style="list-style-type: none"><i>i.</i> When visiting an Internet site, information identifying a User's PC may be logged (i.e. cookies, temp files). Therefore, Users must assume they are identified as County employees or contractors and act appropriately at all times.<i>ii.</i> Users must not access websites, blogs, discussion forums, chat rooms or other locations that are in appropriate or have any content that could be construed as defamatory, harassing or otherwise offensive (e.g. pornography, bullying) or in violation of County policies.<i>iii.</i> Users must always exercise caution when using a County e-mail address to join networking sites. While such use may be appropriate as part of job duties for some (e.g. LinkedIn), for others this may not be the case.<i>iv.</i> Users accessing a web site must comply with its terms and conditions. Users may not infringe copyrights or other protections.<i>v.</i> Users may not use the Information System to download, play or store personal photographs, music or video files (e.g. MP3, MP4) due to capacity, copyright and legal issues. Personal photographs, music and video files will be deleted from County servers when found. Users may not stream video or audio (e.g., Internet radio, Pandora, sports video) who's content is not directly related to the business of Milwaukee County Government.<i>vi.</i> The County routinely blocks access to Internet sites that are deemed to be inappropriate or to pose an information security threat to the County. Access is prohibited. Any attempts to access blocked Internet sites are monitored and recorded. Persistent attempts to access blocked sites may result in discipline or termination.<i>vii.</i> The County may monitor and disclose User's Internet activity to ensure compliance with this Directive or for any other purpose permitted or required by law. <p>b. Social Media or Networking Sites</p> <ul style="list-style-type: none"><i>i.</i> Users must be mindful of, and clear about, the capacity in which they are participating. Only authorized County spokespersons
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	<p>should make statements on social media sites on behalf of the County.</p> <ul style="list-style-type: none"><i>ii.</i> Social media or networking sites may be accessed only as needed for the User's job. Personal use of social media on the Information System is prohibited.<i>iii.</i> Interactions on social media or networking sites must comply with all County policies. <p>4. Incidental Personal Use</p> <ul style="list-style-type: none"><i>i.</i> Incidental Personal Use of the Information System consists of occasional, brief use of the Information System (including email or Internet) for short, routine, non-sensitive, non-confidential communications. For illustration, this might include: an email to check on a child's arrival home from school, an email to meet someone for lunch, a <u>quick</u> check of the Internet for weather or news.<i>ii.</i> Incidental Personal Use is permitted. This use is at the absolute discretion of the County and no User may expect or claim such personal use as a right or expect such use to be private. Excessive use or other abuse may result in discipline or termination.<i>iii.</i> Incidental Personal Use is not allowed if it interferes with the performance of the User's duties, exposes the County to expense or liability, or is unlawful for the County. <p>5. Prohibited Uses</p> <p>In addition to prohibited activity set out elsewhere, the following are also expressly prohibited:</p> <ul style="list-style-type: none"><i>i.</i> Users are prohibited from using the Information System for solicitations for outside organizations, political or religious causes, or with the operation or management of any business other than that of the County.<i>ii.</i> Users are prohibited from using the Information System for personal online shopping, personal online sales, or other online transactions. Users <u>may</u> use the Information System for occasional, <u>brief</u> access of online services such as online banking, using the User's personal email and account information.<i>iii.</i> Users are strictly prohibited from using County email addresses for non-County business. For example, a County email address may <u>not</u> be used for personal online shopping or financial transactions, personal blog or bulletin board memberships, personal email alerts
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	<p>from merchants or teams, etc., or as part of a payment such as PayPal.</p> <ul style="list-style-type: none"> <i>iv.</i> A County email address may <u>not</u> be used as a User’s personal address for: Facebook, social media, Twitter or similar services, online subscriptions, game systems, online gaming or gambling, couponing, or contests and sweepstakes. <i>v.</i> Use of the Information System for gambling of any sort (including “social” gambling or office pools), games of chance or games of skill, online video games, lotteries, or sweepstakes is strictly prohibited. <i>vi.</i> Personal, offensive or inappropriate use of webcams, video conferencing equipment, recording devices or microphones is prohibited.
<p>Reporting Violations:</p>	<p>Users or any other County employees are required to report violations, or suspected violations of the Acceptable Use directives. Violations may expose the County to a host of legal and information security risks. Activities that should immediately be reported to a supervisor include, but are not limited to:</p> <ul style="list-style-type: none"> ○ attempts to circumvent established computer security systems ○ use or suspected use of virus, trojan horse hacker programs or any other intrusive program ○ obtaining or trying to obtain another User's password ○ using the computer to make harassing or defamatory comments or to violate Milwaukee County's Harassment Policy or Milwaukee County Civil Service Rules ○ illegal conduct of any kind. <p>Reported violations will be investigated. Failure to adhere to this reporting policy may result in discipline, up to and including discharge.</p> <p>Users or employees who, in good faith, report violations or suspected violations will be protected from retaliation. However, Users or employees who falsely accuse another of violations without a good faith basis for such accusation are also subject to discipline, up to and including discharge.</p>
<p>Contact:</p>	<p>IMSD Service Desk at imsdhelp@milwaukeecountywi.gov or call 414-278-7888</p>

**MILWAUKEE COUNTY
ADMINISTRATIVE DIRECTIVE ON ACCEPTABLE USE OF INFORMATION TECHNOLOGY**

May 01, 2015

EMPLOYEE STATEMENT

I acknowledge that I am in receipt of Milwaukee County's Administrative Directive on Acceptable Use of Information Technology Policy and that violations of my obligation to adhere to this policy may result in progressive steps of corrective action, which may include my termination from Milwaukee County service. I also understand that violations of the policy on my part may result in Milwaukee County taking action that will deny me access or rights to any of Milwaukee County's technology resources.

My signature on this Policy does not imply agreement with the policy, but rather shows that I have read and received a copy of this policy from the management of my workplace.

* * *

Signature of employee

Printed name of employee

Date

Employee's Clock Number

Department Name



Information Management Services Division
 Department of Administrative Services

Title: Administrative Directive on Remote Network Access

Issue Date: 9/17/2015

Approval: Chief Information Officer

Supersedes:

<p>Definitions:</p>	<ul style="list-style-type: none"> • County: Milwaukee County Government • Directive: This Administrative Directive on Remote Network Access • Remote Access: a secure connection to the County network in order to access resources that are not otherwise publicly available, from a computer that is not directly connected to the Milwaukee County network. • User: Any person – including a County employee, consultant, contractor or agent – using Information System.
<p>Purpose:</p>	<p>Directive defining the requirements for remote access to County networks and systems from outside networks, computers, and agencies.</p> <p>This directive does not cover the use of Microsoft DirectAccess technology that is used to provide a transparent tunnel to the County network for IMSD managed computing devices.</p> <p>Access to publicly available web services is not considered “remote access” for the purposes of this directive.</p>
<p>Requesting Remote Access:</p>	<p>All remote access must be justified by a business need. Requests that do not clearly specify the business need will be rejected. Remote access is granted on a least-privilege basis. That means that a valid request must also include the exact County resources that the requestor needs remote access to. Access will be granted to these resources only, and all change requests must go through the same procedure.</p> <p><u>Remote access for County employees and contractors will be provided using County owned computers with Microsoft DirectAccess. Any exceptions to this directive must have an approved business need (see “Approved Business Need” section below.)</u></p> <p>A request for remote access must be sent to the IMSD Service Desk and must include the following information for each individual person who will need access:</p>



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	<p>Name, email address, contact phone number, company or agency, County resources to be accessed remotely, contract expiration date (if this need is based on a support or other contract with a defined end date)</p> <p>Each request will be reviewed by IMSD business analysts to validate the business need, and ensure that the collected information is complete and accurate. After this review is complete, and the business analyst approves the request, the IMSD Service Desk will send the County remote access agreement to be signed by all requestors. This will be placed on file prior to user accounts being created.</p>
<p>Security Requirements:</p>	<p>All user accounts for non-County employees requesting remote access will be configured to be disabled at all times, unless an approved business need exists. When a user requires remote access for any purpose, they will need to contact the IMSD Service Desk and provide the reason they are accessing the network. This will be reviewed, and if valid the user account will be enabled for the appropriate amount of time based on the need.</p> <p>In cases where an approved business need exists for the account to be kept enabled, an expiration date will still be applied for no more than a one year duration. After each year the account shall be reviewed to ensure that the business need is still valid, and contact information is still accurate.</p> <p>A virus protection product must be installed on all remote devices running Microsoft Windows as the operating system. This product must be receiving virus definition updates at an interval no longer than every day.</p> <p>Split tunneling (allowing access to the County network and to the remote user's local network simultaneously) will be disabled for all remote users unless an approved business need exists. Convenience in more efficiently accessing documents or data on the remote network is not an approved business need for the purposes of this section.</p> <p>All remote user accounts will be configured for password expiration.</p> <p>Remote users are not permitted to share their login credentials, nor write them down or keep them in an electronic file in any unencrypted form.</p> <p>Remote users are required to notify the IMSD Service Desk immediately when leaving their company or agency, changing roles that no longer requires</p>



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	remote access, contract expiration, loss or theft of a device that has been configured for remote access to the County network, or suspected loss or theft of user credentials and passwords.
Web or Client Based Remote Access Tools:	Web or client based remote access tools (examples: LogMeIn, Teamviewer, GoToMyPC) are not allowed to be used on the Milwaukee County network without express written permission from IMSD. Permission will generally be granted for isolated, vendor supported systems. Permission will generally be denied for general Milwaukee County PCs. To apply for permission to use a web or client based remote access tool please submit your request and business need to the IMSD Service Desk.
Change Management:	<p>Milwaukee County enforces a change management process for all IMSD managed systems. Any change to production environments requires approval by this process prior to proceeding. You are responsible for following this process when connecting to Milwaukee County systems. If you are unfamiliar with this process, please work with the IMSD business analyst for the department you are working for prior to making any changes to systems. If you do not know who this is, please contact the IMSD Service Desk.</p> <p>All exceptions made to the user account disabled rule will require the remote access requestor to read, understand, and sign off on the Milwaukee County change management policy.</p>
Approved Business Need:	All exceptions to this directive, or any subsections that require an "approved business need", will be approved by the following process: exception submitted to IMSD business analyst for the requesting department/division, if business analyst agrees, request will then be submitted to Connectivity manager and reviewed, if manager agrees, request will be submitted to CTO for final approval.
Contact:	<p>IMSD Service Desk at imsdhelp@milwaukeecountywi.gov or call 414-278-7888.</p> <p>Urgent requests or security incidents should be reported via phone call for the fastest response.</p>



Information Management Services Division
Department of Administrative Services

I acknowledge that I have read and will comply with this administrative directive.

Signature

Print Name

Date



SERVICE AGREEMENT
Ross Innovative Employment Solutions Corp.

EXHIBIT H:

State of Wisconsin

Children First Program Guide

In Process

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2021-2022 Children First Program Guide



State of Wisconsin
Department of Children and Families
Division of Family and Economic Security
Bureau of Child Support
PO Box 7935
Madison, WI 53707-7935

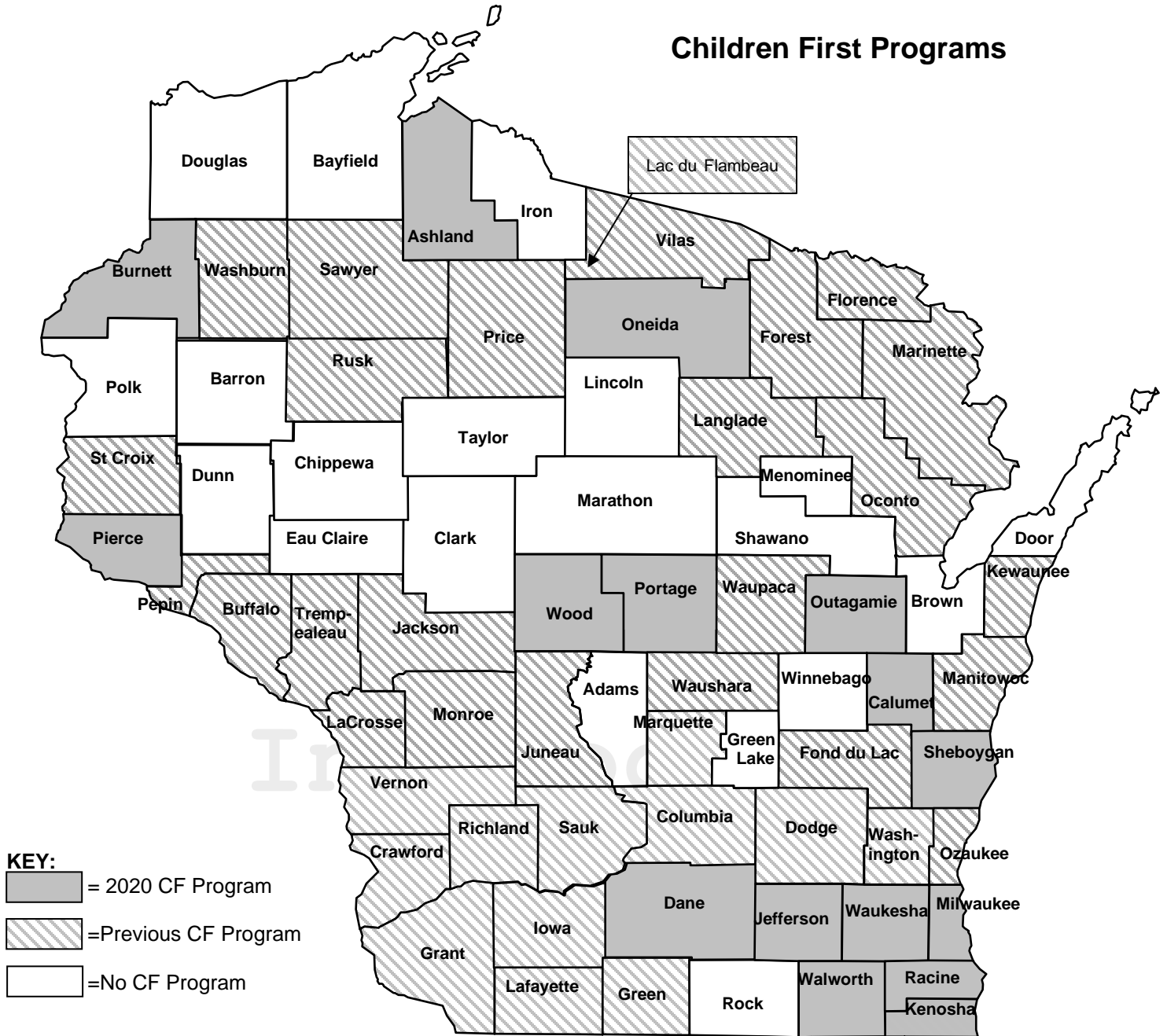
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Children First Programs



Counties with 2020 Children First Programs

Ashland	Outagamie
Burnett	Pierce
Calumet	Portage
Dane	Racine
Jefferson	Sheboygan
Kenosha	Walworth
Milwaukee	Waukesha
Oneida	Wood

Introduction

Children First was developed to provide employment and job search services for noncustodial parents (NCPs) who are not paying child support due to being unemployed or underemployed. Children First participation and program requirements are explained in Wis. Stats. §§ 49.36 and 767.55. Copies of these statutes are included as attachments in this Program Guide. Research shows that when child support is paid, NCPs are more likely to be involved in the lives of their children. In addition; child well-being may be increased when both parents are involved in the life of the child. The Children First program provides services and support to encourage noncustodial parents to participate in the lives of their children.

Although the Children First program has a “work first” philosophy, a combination of job search activities as well as other services may be provided to promote self-sufficiency and responsible parenting. Per Wis. Stat. § 767.55, the NCP successfully completes the Children First program when he/she makes timely payment in full for three consecutive months, or participates in the Children First program for 16 weeks, whichever occurs first.

Participation in the Children First program is court-ordered. In cases where an NCP is unable to meet a child support obligation, the court may order participation into Children First. The primary goal of the program is to improve the ability of the NCP to pay court-ordered support.

Background

Children First, or the Work Experience Program for NCPs, was authorized by 1987 Wisconsin Act 413. The Children First program was implemented in 1990 in Racine and Fond du Lac counties as part of the welfare reform plan for Wisconsin. For 2020, the program included 12 counties. The program guide has a map on page 3 of the Children First programs.

Program Administration

The Children First program is administered through the Department of Children and Families (DCF), Division of Family and Economic Security (DFES). Within DFES, the Bureau of Child Support (BCS) has oversight responsibilities for the program that include policy development and interpretation, program planning, and contract funding.

Wis. Stat. § 49.36(2) permits DCF to contract with any county agency, tribal governing body, or Wisconsin works agency to administer the program. Children First contracts are issued as separate contracts. The contract agency may elect to subcontract with other private or public agencies to conduct all or part of the Children First program activities, and may direct the Children First participant to participate in other appropriate community activities. The contract agency must designate a contract administrator who is responsible for all DCF communications related to the Children First program.

Contract agencies are allowed flexibility in designing their program structure. However, all programs must comply with state statutes and state policies and procedures in administering the program. This Program Guide sets current policies and procedures.

Operation of the Children First program requires a formal partnership at the county or tribal level between the child support agency, the county/tribal judicial system, and often the W-2 agency. Partnerships are essential for the success of the program.

Consortium and/or partnership arrangements are encouraged. The contract agency must be designated as the lead agency and is responsible for the consortium or partnership. Tribal governing bodies may provide services to NCPs who reside on tribal lands and/or to other tribal members who do not reside on tribal lands.

Program Eligibility and Court Orders

Per Wisconsin statutes, participation in the Children First program must be court-ordered. In addition, the NCP must be ordered to pay current support.

Wis. Stats. §§ 767.55 and 49.36 provide the eligibility requirements for the Children First program. Copies of these statutes are found as attachments to this Program Guide. The court may order an NCP to participate in the program provided **all** of the following criteria are met (Wis. Stat. § 767.55) and the criteria are included as findings of the court in the court order:

- The parent is legally able to work full-time.
- The parent works an average of less than 32 hours per week, and is not participating in an employment and training program.
- The parent earns less than he/she has the ability to earn or has an actual weekly gross income of less than 40 times the federal minimum hourly wage.
- The parent resides in a county with a work experience and job training program under Wis. Stats. §. 49.36 and that county agrees to enroll the parent.
- The court order must establish support in the amount the parent was ordered to pay in the most recent determination of support or an amount equal to the amount determined by applying the percentage standard.
- The court order must provide that, after the obligation to make payments ordered under Wis. Stats. § 767.55 ceases, the parent must make payments calculated under Wis. Stats. §§ 767.511 (1j) or (1m).

The Kids Information Data System (KIDS) contains a Children First Court Order (EN28) document that contains all the findings/language needed to comply with the statutes as well as other documents that reference the Children First program.

Remedial Contempt Order (EN10)	path 09,13,01,03
Affidavit for Contempt (EN22)	path 09,13,01,07
Order to Show Cause (EN23)	path 09,13,01,08
Stip/Order for Contempt (EN25)	path 09,13,01,10
Children First Order (EN28)	path 09,13,01,13
Compliance Enforcement Letter (EN31)	path 09,13,02,13
Paternity Judgment-Long (PE16)	path 09,07,12
Stip/Judgment of Paternity (PE25)	path 09,07,13
Paternity Judgment-Default (PE38)	path 09,07,18
Order-Amending Judgment (RA14)	path 09,11,13
Stip/Order-Amending Judgment (RA15)	path 09,11,14
Stip/Order for Support (SE06)	path 09,09,05
Order for Support (SE07)	path 09,09,06

Participation in the Children First program does not reduce or eliminate the NCP's child support liabilities. If the NCP fails to make payments as ordered, the unpaid amount accrues as a debt and interest is calculated.

Participation Requirements

Per Wis. Stats. § 49.36, the following restrictions are placed on NCP participation in the Children First program:

- An NCP may not be required to participate for more than 32 hours per week in the Children First program.
- An NCP may not be required to participate for more than 16 weeks during each 12-month period.
- If the NCP is employed, he/she may not be required to participate for more than 80% of the difference between 40 hours and the number of hours actually worked in the unsubsidized job during that week.
- Children First participants may be co-enrolled in other work programs if they meet that program's specific eligibility criteria. If a person is required by a governmental agency to participate in another work or training program, the NCP may not be required to participate in the Children First program in a week for more than 32 hours minus the number of hours he/she is required to participate in the other program.

If the NCP misses hours (or days) of assigned activity during the 16-week period, the missed time may be added to the 16-week period until the total obligation is satisfied. The 16 weeks of required participation in the Children First program do not necessarily need to be consecutive. If participation is interrupted, the employment and training agency may allow re-entry into the program.

Travel Reimbursement for Children First Participation

Pursuant to Wis. Stats. § 49.36(6), the Children First program shall reimburse up to \$25 per month for travel expenses for Children First participants. This funding is provided by the Children First agency or other programs, no additional funding from the State is provided.

Children First Referral and Registration

The child support agency is responsible to act as a liaison between the courts and the Children First Program by identifying individuals who meet the eligibility requirements outlined in Wis. Stat. § 767.55, and to recommend to the court that eligible NCPs be court-ordered to participate in the program. The child support agency is responsible to ensure that for each noncustodial parent referred to the Children First program, an appropriate court order is executed, including appropriate findings pursuant to Wis. Stat. § 767.55.

The child support agency must complete the "Children First Registration Form", obtain the signature of the NCP, and send the Registration Form to the agency providing the Children First services. All Children First programs must use the Children First Registration Form found in the attachment section of this Program Guide as it contains the information that must be entered into WWP to begin the enrollment process.

Children First programs may request that the child support agency inform the NCP of the date, time, and location of the Children First orientation or appointment. This information can be included on the Children First Registration Form or on the Children First Court Order found in KIDS.

Children First Data Entry and Tracking

The state implemented a new on-line case management system, Wisconsin Works Program (WWP). Children First case managers are expected to complete Clearance, Request for Assistance, Referral/Enrollment, Informal Assessment, and Work history in WWP. Children First case managers will receive training and orientation for using WWP. An instruction manual for using the new sub-system will be provided. Some aspects of case management will continue to be documented in CARES as described below.

Entry of participant information in CARES and WWP is crucial for program evaluation and planning purposes. This documentation is also important for tracking and viewing previous work program history on NCPs for Children First case managers.

DCF staff are developing Phase 2 of the WWP On-line system which will enhance the system to include Employment planning and will capture the activities associated with case management.

➤ **Registration and Enrollment**

Upon receipt of the Children First Registration Form, the agency providing the Children First services must enroll the NCP by entering the participant demographic information and Children First enrollment information in WWP.

New Children First case managers may sign-up for Children First case management training and for training to enter case data in WWP.

Upon completion of the enrolment process in WWP, the participant is considered “enrolled” in Children First, and the 16-week Children First calendar begins.

➤ **Orientation**

All Children First program participants must receive orientation. At a minimum, orientation must provide an overview of the Children First program, an overview of the activities offered by the program, and the expectations for program participation. The participant must sign a “Rights and Responsibilities” form. A sample form is attached to this Program Guide. Details related to Orientation must be documented in CARES.

Please note that as of March 7, 2016 all Children First participants must complete a drug screen using a DCF approved drug screening process.

➤ **Assessment and Employability Plan**

In cooperation with the NCP, an Assessment regarding barriers to employment and an Employability Plan (EP) must be completed.

Assessment information regarding education, employment history, barriers and goals must be entered in WWP.

An Employability Plan is completed on CARES screens WPJS and WPAS. The Employability Plan must include the assigned activities and hours of participation. The EP should be updated any time there is a change in activities. Every attempt should be made to have the Children First participant sign the EP. Attempts should be documented. If a participant fails to sign the EP, it is still valid.

➤ **Activities**

Children First participants may be involved in activities up to 32 hours per week. Children First services provide NCPs with an opportunity to improve their ability to pay court-ordered support and to provide overall support for their children. Services may include case management, to assist the NCP in finding and maintaining employment, skills training, and parenting skills services to promote self-sufficiency and responsible parenting. Individual Children First programs may design services to enhance program outcomes, such as fatherhood and/or peer support services. However, only activities pertaining to employment are allowable costs for Children First funding.

Assigned activities (also referred to as Components) must be entered on CARES screen WPCS once the Employability Plan has been completed. After entering activities, information may be viewed, updated and closed on CARES screen WPCH. All of the activities available for the Children First program are described in detail as work program components CARES Guide, Section 2: Work Programs, Appendix 01: Definition of Components and Statuses are at <http://dcf.wisconsin.gov/files/w2/pd/cares-guide.pdf>.

Upon completion of assigned activities, activity completion codes and dates must be entered in CARES.

➤ **Activities Without CARES Codes**

For fatherhood–focused services, mediation, family formation services or other activities that are not included among the activity code definitions, please enter CARES code PL (Parenting/Life Skills) and include an explanation in the Case Comments regarding what type/s of activities/services are being provided and the number of participation hours. Non-participation should also be recorded as specified below under “Children First Program Non-Compliance.”

➤ **Child Support Payment Tracking**

Per Wisconsin statutes, a NCP may successfully complete the Children First program by completing 16 weeks of employment and training activities, or by making timely child support payments in full for three consecutive months. Children First case managers must monitor (in KIDS) child support payments made by NCPs enrolled in the program. Case managers may track child support payments by going into the KIDS system and checking the IV-D Case Account Statement screen (FAA-Case, path 05, 10, IV-D#). If the Children First case manager does not have access to KIDS, they may contact the child support agency for information about payments. Or, the NCP may provide information from the Child Support On-line System, CSOS as documentation of their payment history.

Child support payments may also be documented in CARES simultaneously as an activity along with other activities. Please refer to CARES Guide, Section 2: Work Programs, Appendix 01: Definitions of Components or Statuses.

➤ **Documenting Case Information/Comments**

Case comments are a formal record of case action or program-related information for an individual. Workers should record comments immediately to ensure a sequential history. When comments are warranted they must be made no later than 24 hours after the action or contact with a participant. CARES screen CMCC is one of the most important screens to be completed on the Work Programs side of the CARES system.

Co-Enrollment

Subject to the limitations in Wis. Stat. § 49.36, co-enrollment in other employment and training activities is an option for Children First participants provided the NCP also meets that program’s specific eligibility criteria.

Children First Program Non-Compliance

The NCP is considered to be in non-compliance if he/she refuses, or fails (without Good Cause) to cooperate with the Children First Program requirements. Use the WPNH- Non-Participation History screen in CARES to record incidences of non-participation. Record any missed activities on this screen; also record Good Cause here.

Enter the CARES Non-Compliance code while the NCP is in this status. Non-compliance with Children First Program involves either:

1. Refusal or failure to participate in Orientation, Assessment and Employability planning and/or,
2. Refusal or failure to participate in assigned activities and/or,
3. Refusal or failure to participate in a drug screen, drug test, or drug treatment when required.

Notify the child support agency of the non-compliance.

Fact-Finding Procedure

Children First programs must have a Fact-Finding procedure for participants in non-compliance. The following model may be used if local procedures are not available. Sample forms are included in the attachment section of this Program Guide.

- If the NCP does not appear for the initial orientation appointment, the appointment must be rescheduled within two weeks.
- The second appointment should include a Fact-Finding to identify the reasons for non-compliance and to help resolve the problem so the NCP can participate in the program.
- A Reconciliation Agreement should be signed by the NCP during the Fact-Finding appointment.
- If an agreement cannot be reached, or the NCP fails to appear, a Notice of Non-Compliance must be mailed to the NCP, with a copy sent to the child support agency (CSA). The notice must include information on the right to an Administrative Review hearing.

In the Children First program, the Administrative Review is conducted by either the agency providing the Children First services or the child support agency. The Administrative Review is conducted following the agency's normal administrative review process under DCF 101.22. The NCP must be given reasonable notice of the review process and the agency must conduct the review, render a decision as soon as possible after review (interpreted to mean within 15 business days) and notify the NCP of the decision by certified letter with a copy to the CSA. No enforcement action will be taken until the Administrative Review decision is rendered, however, the Children First court order will remain in effect, and arrearages and interest will continue to accrue during this process.

If the response is negative, the NCP may request a departmental review (fair hearing), within 15 days of the date of the certified letter, which is conducted by the State of Wisconsin Department of Administration (DOA). Requests for a hearing must be made in writing to the Division of Hearings and Appeals, P.O. Box 7875, Madison, WI 53707-7875. The review request form is available at: <https://doa.wi.gov/Pages/LicensesHearings/DHAWFSHrgRequestForms.aspx> or by calling (608) 266-7709. The email contact is DHAMail@wisconsin.gov.

If the NCP does not respond or participate in the Fact-Finding process, or comply with the Children First program requirements, the child support agency must be notified of the non-compliance in the form of an Affidavit. Sample Affidavit forms can be found in the attachment section of this Program Guide.

Program Completion

Per Wis. Stat. § 767.55, in order to successfully complete the Children First program, the NCP must make timely payment in full of the court ordered support for three consecutive months, or complete sixteen weeks participation in employment and training activities, whichever occurs first.

Case managers must notify the child support agency of the successful completion or of non-compliance in the form of an Affidavit. Components (activities) must be closed on CARES

screen WPCH and a completion code entered on WPWI, followed by the disenrollment process in WWP.

Out-of-County NCPs

Wisconsin Stat. §. 767.55, addresses the issue of an NCP who resides in a county other than the county where the court action takes place. It is understood that the statute is also meant to address situations where a tribal jurisdiction may be involved. The use of the word “county” is not meant to exclude the possibility of tribal jurisdiction.

Effective April 1, 2016, Wis. Stat. §767.55 (2) 1. 1m, was amended to read: “The parent resides in a county, or resides within a reasonable driving distance, as determined by the court from a county, that has a work experience and job training program under Wis. Stat. §49.36 and that county agrees to enroll the parent in the program.

A court in a county with a Children First program may now order a parent to participate in a Children First program in the county in which they live or in another county, if that county is within a reasonable driving distance as determined by the court, and that county agrees to enroll the participant in its program.

In all cases of crossing over county boundaries, only one agency may claim reimbursement. The administrative agencies involved in cross county/tribal services may negotiate reimbursement arrangements between themselves.

Children First Forms

The Children First Registration Form is mandatory for every Children First Program. This is because the WWP data entry will be done using the information on this form. In addition, court orders for participation in Children First must include findings pursuant to Wis. Stats. § 767.55.

Other forms for program operations are subject to local agency discretion.

Program Monitoring by DCF

DCF will monitor compliance with state statutes and policies governing the administration of the Children First program. CF agencies must enter enrolment information in WWP.

Children First agencies are also required to complete and submit a monthly survey which provides the number of CF participants screened, tested, and referred for drug treatment.

Program and policy reviews within child support agencies will be completed by Regional Administrators and will occur during regularly scheduled on-site visits. In addition, DCF may monitor financial records and case records related to Children First expenditures. Children First and partner agencies are expected to comply with review requests.

Children First Program Funding

Program funding for Children First is state general-purpose revenue (GPR) that is used as Maintenance of Effort (MOE) funds for the Temporary Assistance for Needy Families (TANF) Program. The State Budget for the Children First Program is established by the Legislature. Allocations are calculated on the number of NCP participants, or “slots” that a Children First agency may need in comparison to the availability of funds in the State Budget. Children First agencies may also use other appropriate funding sources, and/or other available agency or community resources to serve Children First participants. Federal matching funds are available for case management activities as noted in the Expense Reporting section.

Wisconsin statute restricts Children First reimbursement to not more than \$800 per participant in a 12-month period. Children First funding is to be used for employment services and activities. Children First funds may not be used for services authorized under Title IV-D of the Social Security Act for the administration of the child support program or to meet the federal match requirements of the child support program.

The DCF may de-obligate unexpended funds allocated for Children First programs when the contract amount is underspent by 20% or more on a year-to-date basis. These funds may be redistributed to other participating Children First agencies.

Expense Reporting

DCF uses the grant reporting system SPARC (System for Payment and Reports of Contracts) for Children First reimbursement. Participating Children First agencies must follow DCF procedures and use the SPARC system portal to request program reimbursement. Expenditures reported after the due date are reimbursed the following month or quarter depending upon the program expenditure type.

The following table illustrates the SPARC schedule by agency type:

Agency Type	SPARC Reporting and Payment Schedule
County	Monthly; Expenditures due 28th for Payment 5th of the next month
Child Support	Monthly; Expenditures due 23rd for quarterly payment
W-2	Monthly; Expenditure and payment timing consistent with W-2 calendar

Please note that agencies must document all Children First Activities - in WWP and CARES before claiming payment for services provided.

SPARC Line 0700 is for reporting Children First expenditures related to employment activities. Agencies are to report on the line that corresponds to your agency type.

SPARC Line 0701 is for reporting Children First Program case management activities, which eligible for federal financial participation (FFP) reimbursement at 66%. Agencies are to report on the line that corresponds to your agency type. DCF claims these costs on the federal OCSE-396 Quarterly Child Support Expenditure Report. The following case management activities may contribute to improving child support outcomes:

- identifying noncustodial parents -who are unemployed or experiencing other social and/or family circumstances that impede the parent's ability to pay child support;
- making referrals to other service agencies;
- tracking and monitoring child support payments;
- follow-up and tracking noncustodial parents where the court issued an order directing a noncustodial parent to attend a work program;
- collecting and analyzing data, as well as entering documentation in the state child support system or WWP/CARES;
- conducting timely reviews and modifications;
- providing specialized enforcement; and
- drug screening.

SPARC Line 0702 is for reporting Drug Testing costs, which are reimbursed by the state at 100%. Agencies are to report on the line that corresponds to your agency type.

SPARC Line 0703 is for reporting Drug Treatment costs, which will be reimbursed 100% if state approval is granted. To receive reimbursement for Drug Treatment costs, each agency must obtain prior approval from the Bureau of Child Support for any cost associated with placing an individual in a drug treatment facility. Agencies are to report on the line that corresponds to your agency type.

If you have any questions or need more information about drug testing or drug treatment, please contact the Bureau of Child Support at bcinfo@wisconsin.gov.

Expense Reporting Line Changes

Due to changes starting with the CY2021 contracts, new lines were created for each agency type. An additional alpha was added to each line to represent the agency type; C is for a county agency, S is for a child support agency, and W is for a W-2 agency.

New Line Codes & Description		
County Agency	Child Support Agency	W-2 Agency
0700C CF Children First	0700S CF Children First	0700W CF Children First
0701C CF Children First Case Management	0701S CF Children First Case Management	0701W CF Children First Case Management
0702C CF Children First Drug Testing	0702S CF Children First Drug Testing	0702W CF Children First Drug Testing
0703C CF Children First Drug Treatment	0703S CF Children First Drug Treatment	0703W CF Children First Drug Treatment

Child Support Agency Responsibilities

1. Act as liaison between the courts and the Children First program.
2. Identify and recommend individuals who meet the eligibility requirements outlined in Wis. Stats. § 767.55 to the court.
3. Work with the Child Support Liaison in your county to identify individuals who may be eligible for CF services.
4. Ensure that each NCP referred to the Children First program has an appropriate court order, including appropriate findings pursuant to Wis. Stats. § 767.55.
5. Complete the "Children First Registration Form", obtain the signature of the NCP, and send the Registration Form to the agency providing the Children First services. You do not need to submit a copy of the court order with the Children First Registration Form.
6. If requested by the Children First program, inform the NCP of the date, time, and location of the Children First orientation or appointment.
7. Enter the Children First order in KIDS on the Court Order Entry screen (FOC, path 05, 04, IV-D#, F6). Set the end date of the order for one year.
8. When a Children First agency notifies the CSA of NCP program completion, either by compliance or noncompliance, update the court order entry screen with the order end date.
9. Review BCS Report of underpaying NCPs who may be appropriate for CF services.

Wisconsin Statute Chapter 49.36

CHAPTER 49.36 Work experience program for noncustodial parents.

(1) In this section:

- (a) "Custodial parent" means a parent who lives with his or her child for substantial periods of time.
- (b) "Tribal governing body" means an elected tribal governing body of a federally recognized American Indian tribe or band.

(2) The department may contract with any county, tribal governing body, or Wisconsin Works agency to administer a work experience and job training program for parents who are not custodial parents and who fail to pay child support or to meet their children's needs for support as a result of unemployment or underemployment. The program may provide the kinds of work experience and job training services available from the program under s. 49.193, 1997 stats., or s. 49.147(3) or (4). The program may also include job search and job orientation activities. The department shall fund the program from the appropriation under s. 20.437 (2) (dz) and (k).

(3) (a) Except as provided in par. (f) and subject to sub (3m), a person ordered to register under s. 767.55(2)(am) shall participate in a work experience program if services are available.

(b) A person may not be required to participate for more than 32 hours per week in the program under this section.

(c) A person may not be required to participate for more than 16 weeks during each 12-month period in a program under this section.

(d) If a person is required by a governmental entity to participate in another work or training program, the person may not be required to participate in a program under this section in a week for more than 32 hours minus the number of hours he or she is required to participate in the other work or training program in that week.

(e) If a person is employed, the person may not be required to participate in a program under this section in a week for more than 80 percent of the difference between 40 hours and the number of hours actually worked in the unsubsidized job during that week.

(f) A person who works, on average, 32 hours or more per week in an unsubsidized job is not required to participate in a program under this section.

(3m) A person is not eligible to participate in a program under this section unless the person satisfies all of the requirements related to substance abuse screening, testing, and treatment under s. 49.162 that apply to that individual.

(4) When a person completes 16 weeks of participation in a program under this section, the county, tribal governing body, or Wisconsin works agency operating the program shall inform the clerk of courts, by affidavit, of that completion.

(5) A person participating in work experience as part of the program under this section is considered an employee of the county, tribal governing body, or Wisconsin works agency administering the program under this section for purposes of worker's compensation benefits only.

(6) A county, tribal governing body, or Wisconsin works agency administering the program under this section shall reimburse a person for reasonable transportation costs incurred because of participation in a program under this section up to a maximum of \$25 per month.

(7) The department shall pay a county, tribal governing body, or Wisconsin works agency not more than \$400 for each person who participates in the program under this section in the region in which the county, tribal governing body, or Wisconsin works agency administers the program under this section. The county, tribal governing body, or Wisconsin works agency shall pay any additional costs of the program.

History: 1987 a. 413; 1989 a. 31; 1991 a. 39; 1993 a. 16; 1995 a. 27 ss. 2135 to 2142; 1995 a. 289; 1997 a. 27; 1999 a. 9; 2001 a. 16; 2005 a. 443 s. 265; 2007 a. 20; 2013 a. 20; 2015 a. 55.

Wisconsin Statute Chapter 767.55

CHAPTER 767.55 Child support: employment-related orders.

(1) GENERALLY. In an action for modification of a child support order under s. 767.59 or an action in which an order for child support is required under s. 767.511 (1), 767.805 (4), or 767.89 (3), the court may order either or both parents of the child to seek employment or participate in an employment or training program.

(2) NONCUSTODIAL PARENT.

(a) In this subsection, "custodial parent" means a parent who lives with his or her child for substantial periods of time.

(am) In an action for modification of a child support order under s. 767.59, an action in which an order for child support is required under s. 767.511 (1), 767.805 (4), or 767.89 (3), or a contempt of court proceeding to enforce a child support or family support order in a county that contracts under s. 49.36 (2), the court may order a parent who is not a custodial parent to register for a work experience and job training program under s. 49.36 if all of the following conditions are met:

1. The parent is able to work full time.

1m. The parent resides in a county, or resides within a reasonable driving distance, as determined by court, from a county, that has a work experience and job training program under s. 49.36 and that agrees to enroll the parent in the program.

2. The parent works, on average, less than 32 hours per week, and is not participating in an employment or training program which meets guidelines established by the department.

3. The parent's actual weekly gross income averages less than 40 times the federal minimum hourly wage under 29 USC 206 (a) (1) or the parent is earning less than the parent has the ability to earn, as determined by the court.

(b) Under this subsection, the parent is presumed to be able to work full time. The parent has the burden of proving that he or she is not able to work full time.

(c) If the court enters an order under par. (am), it shall order the parent to pay child support equal to the amount determined by applying the percentage standard established under s. 49.22 (9) or equal to the amount of child support that the parent was ordered to pay in the most recent determination of support under this chapter. The child support obligation ordered under this paragraph continues until the parent makes timely payment in full for 3 consecutive months or until the person participates in the program under s. 49.36 for 16 weeks, whichever occurs first. The court shall provide in its order that the parent shall make child support payments calculated under s. 767.511 (1j) or (1m) after the obligation to make payments ordered under this paragraph ceases.

History: 2005 a. 443 ss. 40, 41, 107, 108, 135, 136, 223; 2007 a. 20; 2015 a. 331.

CHILDREN FIRST PROGRAM REGISTRATION FORM

This form **MUST** be completed by the Child Support Agency and sent to the agency providing the Children First Services.

CF Participant Name (First, Middle Initial, Last)	Social Security Number
Mailing Address (Number, Street, City, State, Zip Code)	Date of Birth (Month/Day/Year)
Gender: Please indicate Male or Female	Race (Optional)
Work Program Appointment Information: Location, Date, Time (If available - Optional) If information is not available – the Work Program office will mail an appointment to the participant.	

In Process

The Children First Program is administered through the Department of Children and Families (DCF), Division of Family and Economic Security (DFES). Within DFES, the Bureau of Child Support (BCS) has oversight responsibilities for the program, which include policy development and interpretation, program planning, and contract funding.

County/Tribe Where Court Ordered	Court Order Effective Date
IV-D Case Number	Current order for support? (Please Indicate Yes/No)
CSA Contact	Phone ()
CSA Address (Street, City and Zip)	

****SAMPLE****

Children First Initial Appointment Notice

Address of Children First Program

Address

City, State, Zip

TO: _____

SS# _____

DATE MAILED: _____

You have been scheduled for an appointment with your Case Manager, _____, for a meeting. **If you fail to keep this appointment, your case may be referred to the Child Support Agency/Clerk of Courts for possible contempt of court charges.** If you have a conflict with the time and date of the appointment listed below, please contact me at (____) _____.

Your appointment is scheduled for:

Day _____ Date _____ Time _____

Our office is located at _____

Mailed/Received/Signed this _____ day of _____, 20____.

Children First Case Manager

****SAMPLE****

YOUR RIGHTS AND RESPONSIBILITIES **CHILDREN FIRST PROGRAM**

YOUR RESPONSIBILITIES ARE:

Assigned Activities: You must keep all Children First appointments, appointments made with other agencies through this program, and complete all other assigned activities or explain why you cannot. If you remain unemployed after four to six weeks of job search activities, you may be required to participate in a volunteer work experience assigned by your case manager. If you miss an appointment or do not complete assigned activities, without good cause, you will be in non-compliance. You will be scheduled for a reconciliation appointment to resolve the problems surrounding your failure to comply with program requirements (see below under Non-Compliance Resolution).

Medical Information: Should you report any physical or mental inability to be employed or to participate in the Children First Program, YOU must provide the medical verification at your own expense through your doctor of choice within 10 days.

Job Search: Unless otherwise stated in your Employability Plan (EP), you may spend up to 32 hours per week in job search activities with the goal of obtaining full-time permanent employment. The number of jobs you apply for per week -is determined at the time your Employability Plan is developed with your case manager. You are required to document your job search on contact sheets provided to you and submit them to your case manager on a weekly basis.

Change of Mailing Address or Phone Number: You must notify the Children First office of any changes in your mailing address or phone number within one week of the change. You also have a responsibility to report these changes to the County Child Support Agency at _____.

Notify Children First of new employment or interruptions in employment: You must notify your Children First case manager immediately if you get a job, quit a job, get fired from a job, or your employment is interrupted for ANY reason. If you begin working with a temporary agency and then are hired directly by the company you were assigned to, you must notify the Children First office of this change so a new wage assignment will be issued to the company paying your wages. You must notify your Children First case manager immediately of any problems that would prevent you from maintaining employment or participating in the Children First program.

IMPORTANT: If you leave employment without good cause, your case can be referred back to court for failure to maintain employment. Your case manager will discuss this policy with you further. (Good cause for leaving a job may include: new employment, no work available for you, illness, unreasonable work conditions, health and safety hazards, and religious reasons. Proof of good cause will be required from you.)

I understand I have been court-ordered to participate in the Children First program.

YOUR RIGHTS ARE:

Good Cause: Acceptable reasons for missing a Children First appointment may include illness, court appearance, no transportation, bad weather, and other serious problems. You must call your Children First case manager before the appointment or as soon as possible to explain your absence.

Non-Compliance Resolution: After enrollment, if it appears you are not cooperating with Children First, a meeting will be scheduled with your case manager for you to explain your non-compliance. The Children First case manager has a responsibility to report your participant record to the Child Support Agency and/or the Family Court Judge or Commissioner. You will have an opportunity to reconcile with Children First and begin cooperating with its requirements before any action is taken to refer your case for legal enforcement.

Notification: You will be notified in writing if you are to appear in court for non-compliance.

Fair Hearing: You may request an administrative hearing if you believe any action taken is in error.

Complaints: If you have complaints or concerns about discrimination, assignments, or other problems, contact the Children First Supervisor at (____) _____. You may also contact the Department of Children and Families at bcsinfo@wisconsin.gov if you are unable to resolve your complaint with the Children First Program Provider.

Participant Signature Date

Children First Case Manager Signature Date

III Process

****SAMPLE****

CHILDREN FIRST FACT-FINDING APPOINTMENT NOTICE

Address of Children First Program

Address

City, State, Zip

TO: _____ **SS#** _____

Date Mailed _____

You have been scheduled for a meeting because your record indicates you have not met requirements of the Children First program in the following area (s):

At this meeting, you will have the opportunity to explain the reason (s) you did not meet program requirements.

In Process

If you fail to keep this appointment, your case may be referred to the Child Support Agency and/or the Clerk of Courts for possible contempt of court charges. If you have a conflict with the date or time of the appointment, please contact me at (____) _____.

Your appointment is scheduled for:

Day _____ Date _____ Time _____

Our office is located at _____.

Mailed/Received/Signed this _____ day of _____, 20____.

Children First Case Manager

****SAMPLE****

CHILDREN FIRST RECONCILIATION AGREEMENT

I am willing to participate in the Children First program, and I agree to fulfill my responsibilities in this program.

I understand that if I fail to cooperate or to fulfill my responsibilities in any way with the Children First program, my case will be referred to the Child Support Agency and/or the Clerk of Courts. ***By failing to cooperate with the rules of the work program, I may be in contempt of court and appropriate actions will be taken.***

This agreement will remain in effect for 90 days.

Participant's Signature

Social Security #

Date

Witnessed by:

In Process

Children First Case Manager

Date

****SAMPLE****

**NOTIFICATION OF NON-COMPLIANCE WITH
CHILDREN FIRST PROGRAM**

TO: _____ **DATE MAILED:** _____

RE: COURT CASE No. _____

It has been determined that you, _____ have failed to cooperate with the Children First Program in _____ county (tribal jurisdiction). Your case has been referred to _____ County (Tribal) Child Support for noncompliance. This determination is based on the following facts:

In Process

If you dispute the facts above, or the conclusion of noncompliance, you are entitled to an Administrative Hearing. Contact _____ at _____ within 10 days of the above date to schedule a hearing.

Your case has been referred to Child Support Enforcement for possible legal action.

FAILURE TO COMPLY WITH THE CHILDREN FIRST PROGRAM MAY LEAD TO A FINDING OF CONTEMPT OF COURT.

Signed:

Children First Case Manager

cc: Children First participant
CSA
File



SERVICE AGREEMENT
Ross Innovative Employment Solutions Corp.

EXHIBIT I:

Bureau of Child Support
Program Security Policy
Sections 4.3, 5, 6, and 7

In Process

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Small Agencies [3 to less than 5 FTE Positions]: Adams, Burnett, Calumet, Crawford, Forest, Green, Juneau, Kewaunee, Langlade, Lincoln, Oconto, Oneida, Price, Richland, Sawyer, Taylor, Vernon and Waushara

Each agency may have a maximum of two staff with MAAD access. Other staff should have access no higher than CSSU.

Small – Medium Agencies [5 to less than 10 FTE positions]: Ashland, Barron, Chippewa, Clark, Door, Douglas, Dunn, Grant, Jackson, Manitowoc, Marinette, Monroe, Ozaukee, Pierce, Polk, St. Croix, Trempealeau and Waupaca

Each agency may have a maximum of three staff with MAAD access, and one staff with CSAD. Other staff should have access no higher than CSSU. Some staff should be able to function at the MAMF or CSMF level.

Medium-Large Agencies [10 to less than 22 FTE positions]: Columbia, Dodge, Eau Claire, Fond du Lac, Jefferson, La Crosse, Marathon, Outagamie, Portage, Sauk, Sheboygan, Walworth, Washington and Wood

Each agency may have a maximum of four staff with MAAD access, and two staff with CSAD. Other staff should have access no higher than CSSU. Some staff should be able to function at the CSMF level. In an agency this size, there may be a few staff at clerical levels whose functions can be performed at the CSOW, FCLK or JCIW levels.

Large Agencies [22 to less than 30 FTE positions]: Racine, Waukesha and Winnebago

Each agency may have a maximum of six staff with MAAD access, four staff with CSAD. Other staff should have access no higher than CSSU. Some staff should be able to function at the MAMF and CSMF level. In an agency this size, there are likely to be some staff at clerical levels whose functions can be performed at the CSOW, FCLK or JCIW levels.

Extra Large Agencies [30 to 50 FTE positions]: Brown, Dane, Kenosha, Racine and Rock

Each agency may have a maximum of eight staff with MAAD access, four staff with CSAD. Other staff should have access no higher than CSSU. Some staff should be able to function at the MAMF and CSMF level. In an agency this size, there are likely to be some staff at clerical levels whose functions can be performed at the CSOW, FCLK or JCIW levels.

Milwaukee [100+ FTE positions]:

MAAD percentage should be a *maximum* of 20% of all staff. CSAD percentage should be no more than 10 percent. Other staff should have access no higher than CSSU. Some staff should be able to function at the MAMF and CSMF levels. Given the overall number of staff and the ability to specialize there should be some staff at clerical levels whose functions can be performed at the CSOW, FCLK or JCIW levels.

4.3 KIDS Access for Non-CSA Staff

KIDS access may be granted to non-child support agency staff when the reason for access meets the requirement of being "for the purpose of the programs." Procedures for access to KIDS by non-child support agency staff can be found in the Security – Access to KIDS and wIKIDS Fact Sheet. KIDS users in non-child support agencies (e.g., Economic Support, W-2, Child

Welfare) are not permitted to view federal tax information in KIDS. Names and addresses received from the IRS are not displayed, and collection sources are generalized to "blur" the source of the collection from KIDS users in non-child support agencies. Events that can contain federal tax information either are not displayed, or they may be displayed but not allow the user to view the associated notes. If you get questions about KIDS data from staff in these other agencies, please be aware that they may not be seeing the same data on screens as child support agency staff.

4.3.1 ESA & Staff in Other State Agencies

Staff in BCS and the security unit in the WI Department of Children and Families manage KIDS access for economic support agency (ESA) staff, staff of other divisions in DCF, DHS staff, and, in rare instances, staff in other state agencies. Direct any questions about access or status of access for these types of users to BCS, using the [KIDPOL Request Form](#) using the subject type options of Systems, KIDS/wiKIDS, 3rd Party Table Updates.

4.3.2 Child Welfare Agencies

KIDS access for child welfare agency (CWA) staff can be granted with the approval of the child support agency. Requests for access to KIDS by county child welfare staff should be routed to the local child support agency. The child support agency director or a designee will determine how many CWA staff will be given access to KIDS.

Since child support information is highly sensitive, the number of CWA workers having access should be limited, based on practical and business needs for KIDS information. Child welfare agencies may use KIDS data to identify and contact parents and potential fathers for possible placement of a child, prepare CWA cases for court action, make complete child support referrals, reconcile substitute care and kinship care payments, and update WISACWIS participant and case information. WISACWIS staff who will perform these functions may request KIDS access. For more information, see Child Support Bulletin 12-04.

Based on these criteria, access should be given to at least one person (and possibly a back-up). Additional access might be appropriate based on the size of the child welfare agency.

4.3.3 Other County Agencies or Staff

KIDS access may be granted to staff of other county agencies on an individual basis, provided that this access can be shown to meet the requirement of being for the purposes of the IV-D program. This can include, but is not necessarily limited to, corporation counsel staff, family court commissioner staff, clerk of circuit court staff, and judges.

Access for these other county staff is authorized when a cooperative agreement exists between the CSA and the other agency. The Standard Cooperative Agreement language provides assurances that KIDS access granted to the cooperative agency will be solely for the purposes of the IV-D program and that the cooperative agency acknowledges the requirements for confidentiality of the child support information.

For staff of agencies with which there is no cooperative agreement, and for judges, BCS has developed an individual [KIDS Data-sharing/Confidentiality Agreement](#). This agreement sets forth the conditions under which access is to be granted, the requirements for confidentiality of

the child support information, and certifies that the access is being granted in order for the user to carry out duties related to the administration of the child support program.

5.0 Interpreters

When a participant needs an interpreter (either for a spoken non-English language, or for sign language), the interpreter must maintain confidentiality.

1. Explain to the interpreter the need for confidentiality before using the interpreter's services.
2. Have the interpreter read and sign the Interpreter's Agreement to Safeguard Confidential Information form ([DCF-F-DWSC12632](#)).
3. Give the interpreter a copy of the signed agreement.
4. Keep the original signed agreement on file in the agency.

A specific interpreter only needs to sign the Interpreter's Agreement form once (i.e., the interpreter does not need to sign the Interpreter's Agreement form every time he/she provides interpretation services for a child support agency).

6.0 Safeguarding Federal Tax Information

The IRS is required by federal law to ensure that agencies with access to federal tax information follow stringent rules to ensure the confidentiality of personal tax information.

The IRS defines federal tax information (which is subject to safeguarding requirements) as *any tax-return-derived information received from the IRS*. Even though CSAs no longer receive 1099 information from the IRS, there is still information in KIDS that is received from the IRS and subject to the safeguarding requirements.

- IRS data may be present on the Address Maintenance screen (Path: 04, 04) and the corresponding inquiry screen (Path: 02 01 04).
- IRS data may be present on the Name Maintenance screen (Path: 04 05) and the corresponding inquiry screen (Path: 02 01 05).
- Federal Tax Offset Collection information is considered federal tax information and is therefore subject to the safeguarding requirements. Federal tax offset collections (source codes FTOC, FTAX and FTXJ) might appear on the:
 - IV-D Case Account Statement (Path: 05 10 or 02 05 06), and related line detail screens
 - Participant Account Statement (Path: 05 09, or 02 05 05) and related line detail screens
 - List Arrears Certifications (Path: 05 13 or 02 05 09)
 - Inquire Payer Summary (Path: 02 05 14)
 - Inquire Payee Summary (Path: 02 05 15)
 - The Control-D C246 Account History Report (Path: 05 14 or 15), will potentially contain federal tax intercept collections if either the 'Payment History' or the 'Payer

Payment History' options are selected by changing the indicator on the request screen to "Y". Other Account History options do not contain federal tax information and may be used to share payment and account information with courts and other jurisdictions.

- o Some case events (Path: 03 05, or 02 02 04) and participant events (Path: 04 14, or 02 01 15) and/or related event notes might contain federal tax information.

Caution! When you print information from KIDS that includes either a name or address from IRS, or federal tax intercept collection information, **the printed material must be treated as federal tax information**. Removing the source code of a single federal tax offset collection by blacking it out (redacting) does not change the character of the information. According to the IRS, the collection amount itself, even without the source code, is federal tax information. To redact payment data sufficiently to meet IRS non-disclosure requirements, **you must redact the source codes for all collections displayed**. Federal tax information must NOT be faxed due to federal regulations in IRS Publication 1075.

Tip: BCS recommends that CSAs *always* track the printing of Account History reports and *limit* the use of KIDS print screens, to simplify the IRS tracking requirements.

The noncustodial parent (the taxpayer) is entitled to see his or her own tax information. The position of the Bureau of Child Support is that the child support program cannot withhold case information from the custodial parent that directly affects his or her account, including information about federal tax intercept collections.

Federal tax forms that are provided to the CSA by a participant in the case are **not** considered federal tax information and are **not** subject to the IRS safeguarding requirements. However, **they do become part of the case record** and they contain personal identifying information, so **they must be treated with the same level of confidentiality as any other IV-D program information**.

For more information, see Child Support Bulletins (CSBs) 12-08 and 18-03 and the Child Support Disclosure Matrix included with CSB18-12.

6.1 IRS Safeguarding Requirements

1. Federal tax information should be clearly labeled "Federal Tax Information" and handled in such a manner that it does not become misplaced or available to unauthorized personnel.
2. Internal Revenue Code Section 6103(p)(4) requires child support agencies receiving federal tax returns or return information to:
 - A. Maintain a system of records, and a log of activity on each record. [Sample IRS Tracking and Disposal Log](#);
 - B. Maintain a secure place of storage;
 - C. Restrict access to returns/return information to those staff that need it to perform their jobs;
 - D. Provide other safeguards determined to be necessary, such as employee awareness, and continuous self-evaluation;
 - E. Furnish reports as prescribed;

- F. Dispose of returns/return information by returning the material to IRS, or by making the returns/return information "undisclosable" by burning, pulping, or shredding (IRS requires shredding to be in strips 5/16 of an inch or smaller, and the paper should be inserted in the shredder so that the lines of print are perpendicular to the cutting line);
 - G. Review the need and use of disclosed returns/return information; and
 - H. Store IRS information in a separate location. In situations where physical separation of IRS information is impossible, it must be labeled appropriately, and before releasing the file to anyone not authorized to receive federal tax information, you must remove all tax information from the file.
3. Child support agencies are required by IRC 6103(p)(4)(c) to restrict access to federal tax information to employees whose duties or responsibilities require access. Copies of IRC Section 7213(a) and 7431 must be provided to employees annually, and a periodic orientation session should be held to ensure that employees are aware of all IRS security requirements. Employees must also be advised that the unauthorized disclosure of federal tax information could result in civil and criminal penalties as well as the termination of employment.
 4. If federal tax information is included in an inquiry or verification letter, the information never loses its character as federal tax information – even if it is subsequently verified by another source.
 5. If a new address is received from Internal Revenue Service records and entered into a computer database, then the address must be identified as federal information and safeguarded. Addresses in KIDS that are received from the IRS have the following source codes: *** (IRS), ***V (IRS-Verified), ZZZ (Federal Tax Intercept), or ZZZV (Federal Tax Intercept-Verified). Having the post office confirm that they deliver mail to the person at that address using the Postmaster Verification letter (LO22) does not change the character of the address – the IRS still considers it federal tax information. Before using an IRS address, local child support agencies should verify the new address by obtaining it from another locate source. If other locate sources have been unsuccessful, BCS recommends that child support workers use CLEAR (Consolidated Lead Evaluation and Reporting) to verify the address and add a case/participant event with appropriate notes to document the search results. Once you obtain the address from a different source, enter it in KIDS as a new address, with the new source code and date.

[IRS publication 1075, Tax Information Security Guidelines for Federal, State and Local Agencies](#), providing a detailed description of all IRS safeguard requirements, is available on the [IRS Safeguards Program website](#).

6.1.1 Incident Response

CSA employees who observe possible improper use or disclosure of IRS information may contact the office of the Treasury Inspector General for Tax Administration (TIGTA) Hotline at 800-589-3718 or the Mid-States TIGTA Field Division, telephone number 713-209-3711. Concurrent federal requirements require the notification of IRS Safeguards at safeguardreports@irs.gov. In the alternative, the CSA employee may contact the BCS Security Officer using the KIPOL Request Form. BCS will report the disclosure to the TIGTA and IRS Safeguards. All security breaches reported to BCS will be fully investigated.

6.2 Annual Briefing and Certification of Need to Know

IRS regulations require that access to federal tax information must be strictly on a need-to-know basis. No person should be given more federal tax information than is needed to perform his or her duties. For example:

- When documents are given to a clerk, no federal tax information should be included unless it is needed to perform their assigned duties.
- When information from a federal tax return is passed to a technical employee, the employee should be provided only that portion of the return that the employee needs to perform his/her job function.

CSA management must ensure that all staff know and understand the IRS security and anti-browsing requirements. Each agency must meet the following requirements by December 31 of each year:

- All child support employees must receive an annual briefing on Safeguarding Federal Tax Information. CSAs have several different training resources available, any one of which can be used to conduct the required IRS briefing:
 - 1) Computer-based training (CBT) programs produced by BCS: "Safeguarding Federal Tax Information" (15 minutes) and "Program Security and Confidentiality" (20 minutes). Both CBTs are available in the Learning Center. Upon completion of the Safeguarding Federal Tax Information program, the employee will print the required copies of IRC Sections 7213, 7213A, and 7431, and form DCF-F-494 and the General Rules of Behavior for Users Accessing Child Support Information form (DCF-F-5222) (see attachments).
 - 2) An [IRS Disclosure Awareness training video](#) is available from the IRS Office of Safeguards website.
 - 3) IRS DVD video "Disclosure Awareness Training for State Child Support Agencies" (30 minutes). BCS has provided a copy of this video on DVD to all CSAs. For DVD availability, please send an email to SafeguardReports@irs.gov.
 - 4) IRS videotape previously provided by BCS, which includes "Securing the Future: Giving Hope and Support to America's Children" (20 minutes) and "Stop UNAX In Its Tracks" (15 minutes).
- All employees must sign the Certification of Need to Know and Annual UNAX Awareness Briefing (DCF-F-494) form, and the General Rules of Behavior for Users Accessing Child Support Information (DCF-F-5222) form after completion of their briefing. The agency should place all the signed copies in a single file labeled "Staff IRS Certifications – (year)." These files must be maintained for five (5) years.
- Give a copy of Internal Revenue Code (IRC) 7213 and IRC 7431 handouts (included with the Certification of Need to Know in UNAX Briefing Documents) to each employee at the same time they sign the Certification of Need to Know and Annual UNAX Awareness Briefing (DCF-F-494) form.

- CSA directors must complete, sign, and submit the Certification of Compliance with IRS Data Security & Recordkeeping Requirements (DCF-F-DWSC-12065) form to their DCF Child Support Regional Coordinator.

New employees are required to complete the briefing requirement and take both computer-based training programs under #1 above during the first week of their employment.

6.3 BCS Monitoring Plan

IRS rules require regular monitoring of agencies accessing federal tax data. DCF regional child support coordinators conduct this monitoring through on-site safeguard reviews of local agencies at least once every three years. Among other things, they will:

- Verify that staff have completed the Certificate of Need to Know and Annual UNAX Awareness Briefing (DCF-F-494) form, and the General Rules of Behavior for Users Accessing Child Support Information (DCF-F-5222) form each year,
- Verify that the agency has completed the annual Certification of Compliance with IRS Data Security & Recordkeeping Requirements (DCF-F-DWSC-12065) form.
- The monitoring instrument (IRS Safeguard Review Checklist DWSC-15486) form that the Regional Administrators use can be found on the CSPR Security Resource Page.

The results of the monitoring are reported to the IRS by BCS in the annual Safeguard Security Report (SSR). In addition, the IRS reviewers will select at least one local child support agency and conduct a thorough on-site review of safeguarding practices during their triennial onsite review of state safeguarding practices.

7.0 Protecting Confidential Information in Intergovernmental Cases

7.1 Incoming Intergovernmental Cases

Incoming Intergovernmental documents filed with the courts must have Personal Identifiable Information (PII) redacted from the document. This includes but is not limited to the following PII: SSN, driver's license number, employer or taxpayer identification number, financial account number, and passport number. With intergovernmental actions, petitions that contain PII must be filed under seal within the court file along with any other intergovernmental documents containing PII.

A custodial parent's (CP's) address should not be redacted unless there is some indication the CP is a victim of abuse or at risk of abuse. There is a box at the top of the UIFSA §311 form marked "Nondisclosure finding/affidavit attached". If this box is checked, file an affidavit (to be provided by the Initiating State) stating that either;

- (a) a protective order has been entered against the other party, or
- (b) release of the information may result in physical or emotional harm to the children

If the nondisclosure box is checked and the affidavit is filed, the clerk should seal the UIFSA §311 Form. No court hearing is required to seal the document per Wis. Stat. §769.312. When a document is sealed, it may be available only to the party who files it, the child support agency, and the guardian ad litem (GAL). Anyone else should motion the court for permission to view it. The court may order disclosure at its discretion. In cases where the UIFSA §311 form is not

Wisconsin Bureau of Child Support

Policy Manual

Program Security Policy

sealed, it is to be marked "confidential." Forms marked "confidential" may be made available to the other party, the child support agency, and the GAL.

When notifying the non-requesting party, send the exact copies that are filed with the court, i.e., the redacted versions. CSAs should prepare a copy of the original intergovernmental documents and redact confidential information from them, maintaining the originals for court inspection upon request. In the event a court orders the original nonredacted document be filed, the document is to be sealed within the court file. BCS encourages CSAs to work with their local courts regarding acceptable procedures and pleadings.

7.2 Outgoing Intergovernmental Cases

A CSA is responsible for making the determination when and if a case is sent to another state. However, prior to initiating a case to another state, CSAs should revisit privacy protections with the custodial parent. They might be comfortable with Wisconsin handling their private information, but their comfort level may be different when their case is sent to another state. When preparing intergovernmental documents, review the Affidavit in Support of Nondisclosure of Information form with the CP. For more information, see Child Support Bulletin 20-19.

8.0 Documents

Document ID	Document Name/Description
DCF-F-2923-E	Request for Access
DCF-F-DWSC-12632	Interpreter's Agreement to Safeguard Confidential Information
DCF-F-494	Employee's Certification of Need to Know and Annual UNAX Awareness Briefing
DCF-F-5222	General Rules of Behavior for Users Accessing Child Support Information
DCF-F-DWSC-12065	Certification of Compliance with Internal Revenue Service Data Security and Recordkeeping Requirements
DCF-F-5384	Program Security and Confidentiality Attestation
DCF-494	IRC SEC. 7213 Unauthorized Disclosure of Information (attachment to DCF-494)
DCF-F-5222	IRC SEC. 7431 Civil Damages for Unauthorized Inspection or Disclosure of Returns and Return Information (DCF-F-494)
DCF-F-DWSC-15486	Child Support Internal Revenue Service (IRS) Safeguard Review Checklist
N/A	KIDS Data-sharing/Confidentiality Agreement
N/A	Model Cooperative Agreement – see the Budget, Contracts & Cooperative Agreements, and Program Funding Resource Page for the current model

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
05/14/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, INC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326 CN102926104-GAWU-21-22	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Illinois Union Insurance Co		27960
INSURER B : ACE American Insurance Company		22667
INSURER C : Indemnity Ins Co Of North America		43575
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** ATL-005052094-05 **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			MLP G71128192 004	05/15/2021	05/15/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H25549570	05/15/2021	05/15/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			XFL G27171060 009	05/15/2021	05/15/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLR C67806505 (AOS) WLR C67806463 (CA, MA)	05/15/2021 05/15/2021	05/15/2022 05/15/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Ross Innovative Employment Solutions Corp. Location: 6550 N. 76th Street, Milwaukee WI 53223.
 Milwaukee County Child Support Services is included as Additional Insured (except workers' compensation) where required by written contract.

CERTIFICATE HOLDER Milwaukee County Child Support Services 901 North 9th Street, Room 101 Milwaukee, WI 53233	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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CONTRACT FORM 1684 R6 See procedures in: Notes below (hover over red triangles) and [Forms Library/Contracts](#)

Check one: Preliminary Form *Print this completed form as a pdf. Upload the pdf to DocuSign when circulating any contract or amendment for signatures.*
 Corrected Form *Date of correction: [] Upload corrections to DocuSign.*

CONTRACT TYPE (select from one dropdown box below) Next step (depending on the Type you selected):

PURCHASE OF SERVICE *Enter as a Service Contract in Infor. Circulate the Contract in DocuSign with this 1684 form.*
 (Procurement Contract Types) *Enter as a Requisition in Infor. Circulate the Contract in DocuSign with this 1684 form.*
 (payments tracked in another system) *Tracking system may interface with Infor. Circulate the Contract in DocuSign with this form.*
 (no transaction) *No commitment is needed in Infor. Circulate the Contract in DocuSign with this 1684 form.*
 (only revenue transaction) *No commitment is needed in Infor. Circulate the Contract in DocuSign with this 1684 form.*

CONTRACT SUBTYPE (select from dropdown box below) INFOR CONTRACT NO. if applicable

EMPLOYMENT 1107

CONTRACT CLASSIFICATION & AGENCY NAME (select from dropdown box below) ADVANTAGE CONTRACT NO. if applicable

243 DEPT OF CHILD SUPPORT

CONTRACT SUBCLASSIFICATION (LOW ORG.) (select from dropdown box below) DEPARTMENT'S INTERNAL CONTRACT NO. if applicable

2440 W2-OUTSTATIONS

SUPPLIER or other party to the contract SUPPLIER'S or other party's ADDRESS

ROSS INNOVATIVE EMPLOYMENT SOLUTIONS CORP 301 ORCHARD ST STE 2

SUPPLIER TAX I.D. SUPPLIER # COMMODITY CODE (or list by Line below) NEW or AMEND SAINT CLAIR, MI 48079

47-4926893 5544 93-14-18-01 X

EFFECTIVE DATES: LENGTH OF CONTRACT AMENDMENT ONLY: DOLLAR TOTAL CONTRACT AMOUNT

effective date expiration date (IN MONTHS) CHANGE

1/1/2022 12/31/2022 12 MOS \$ 256,000.00

ACCOUNTING INFORMATION

Year to be Encumbered or Earned	Line No.	Commodity Code	Agency	Org.	Account	Activity	Function	Reporting Category	Project / Job / Grant	Fund	Item Description 1	Item Description 2	Amount to be Encumbered or Earned
2022	01		243	2440	60115					10001			\$ 256,000.00

NAME OF CONTRACT

1/1/22 - 12/31/22 POS CONTRACT FOR CSS CHILDREN FIRST ROSS INNOVATIVE EMPLOYMENT SOLUTIONS CORP

DESCRIPTION (PURPOSE OF CONTRACT)

PURCHASE OF SERVICE CONTRACT TO ASSIST NON-CUSTODIAL PARENTS TO OBTAIN EMPLOYMENT THROUGH THE CHILDREN FIRST PROGRAM - CONTRACTOR SHALL SERVE UP TO 290 PARTICIPANTS REFERRED TO THE CHILDREN FIRST PROGRAM; ENROLL PARTICIPANTS; PROVIDE ORIENTATION REPORTS, A NEEDS ASSESSMENT, ADDITIONAL REFERRALS, COMPLIANCE SUMMARIES, AND STAFFING AT THE COURTHOUSE AND COMMUNITY EVENTS; PROCESS STATUS REPORT AND LOGS; ADMINISTER DRUG SCREENING; AND DOCUMENT CASE MANAGEMENT. UPON EXPIRATION OF THE INITIAL TERM THE COUNTY MAY ENTER INTO UP TO FOUR (4) ONE (1) YEAR EXTENSIONS. CHILD SUPPORT SERVICES (CSS) ESTIMATES THAT IT WILL PAY THE CONTRACTOR APPROXIMATELY \$256,000 IN 2022 HOWEVER CSS DOES NOT GUARANTEE ANY PARTICIPANT VOLUME OR ANY MINIMUM SPEND UNDER THIS AGREEMENT.

Was Board approval or passive review received prior to contract execution or contract amendment or extension? Check one:

If YES, attach and list Legistar File No. or Mental Health Board Agenda Item: Pending 21- Date Approved or Reviewed: anticipated 12/16/21

If NO, why is Board approval not required? Please select from this dropdown list (or type another exemption).

Does this contract require payment before services are rendered? YES NO

The County does not prepay for services. Draft the contract to require the Contractor to invoice the County once services are provided.

Will this contract be fully signed before work is performed? YES NO

Is Supplier certified as: DBE? YES MBE? YES WBE? YES SBE? YES

Agnes Marcinowski/Jodie Ritzow 10/28/21 Manager of Operations/Fiscal Coordinator

Prepared By Date Title

Jim Sullivan 10/28/2021 Director

Signature of person with signature card authority Date Title

2022 Children First Summary and Explanation

The Children First program is a work experience program for unemployed or underemployed non-custodial parents (NCPs) who are not meeting their full child support obligations. The Department of Children and Families (DCF) contracts with Milwaukee County Department of Child Support (CSS) to provide the Children First program. Milwaukee County Child Support Services Sub contracts to Community based Agencies.

The goal of the program is to improve the ability of its participants to pay court ordered support. Participants successfully complete the program when they make timely payments in full for three consecutive months or they participate in specific dedicated programming for sixteen weeks. The contractor will provide work experience, job training, job search assistance, job placement, job orientation and retention activities consistent with the provisions of Wis. Stats. §§ 49.36 and 767.55, in order to promote the self-sufficiency and responsible parenting of the participants referred to the program.

Participants may be involved in activities up to 32 hours per week. Services provided by the contractor will include case management, assisting the NCP in finding and maintaining employment, skills training, and parenting improvement services to promote self-sufficiency and responsible parenting.

The estimated number of individuals who will be referred for Children First services annually is approximately 290. However, CSS cannot and does not guarantee that any specific number of referrals will be made each year.

Certificate Of Completion

Envelope Id: 8EFB756EBD3A4AFC9113AB385B18A069

Status: Sent

Subject: Please DocuSign: 2022 Ross Children First Contract with Child Support Services

Source Envelope:

Document Pages: 181

Signatures: 7

Envelope Originator:

Certificate Pages: 6

Initials: 0

Cheryl Berry

AutoNav: Enabled

633 W. Wisconsin Ave.

Enveloped Stamping: Enabled

Suite 901

Time Zone: (UTC-06:00) Central Time (US & Canada)

Milwaukee, WI 53203

cheryl.berry@milwaukeecountywi.gov

IP Address: 204.194.251.3

Record Tracking

Status: Original

Holder: Cheryl Berry

Location: DocuSign

10/28/2021 2:50:11 PM

cheryl.berry@milwaukeecountywi.gov

Signer Events**Signature****Timestamp**

Jim Sullivan

james.sullivan@milwaukeecountywi.gov

Director - Child Support Services

Milwaukee County

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 204.194.251.5

Sent: 10/28/2021 4:07:54 PM

Viewed: 10/28/2021 4:38:18 PM

Signed: 10/28/2021 4:40:33 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Lamont Robinson

lamont.robinson@milwaukeecountywi.gov

Director, CBBDP

Milwaukee County

Signing Group: Community Business Development
PartnersSecurity Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 204.194.251.3

Sent: 10/28/2021 4:40:38 PM

Viewed: 10/29/2021 8:52:44 AM

Signed: 10/29/2021 8:53:53 AM

Electronic Record and Signature Disclosure:

Accepted: 2/19/2021 8:23:03 AM

ID: 1843c865-f605-493c-9ef9-cd72b8b22b18

David Farwell

David.Farwell@milwaukeecountywi.gov

Assistant Corporation Counsel

Milwaukee County

Signing Group: Corporation Counsel

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 204.194.251.3

Sent: 10/28/2021 4:40:39 PM

Viewed: 11/5/2021 11:33:23 AM

Signed: 11/5/2021 11:33:28 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Comptroller

comptrollersignature@milwaukeecountywi.gov

Comptroller

Milwaukee County

Security Level: Email, Account Authentication
(None)

Signature Adoption: Uploaded Signature Image

Using IP Address: 204.194.251.3

Sent: 10/28/2021 4:40:40 PM


Viewed: 11/1/2021 4:30:15 PM

Signed: 11/1/2021 4:35:26 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events	Signature	Timestamp
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<p>Sherri Jordan sherri.jordan@milwaukeecountywi.gov Director of Administrative Services (Interim) Milwaukee County Signing Group: Risk Management Security Level: Email, Account Authentication (None)</p>	 Signature Adoption: Pre-selected Style Using IP Address: 204.194.251.3	<p>Sent: 10/28/2021 4:40:40 PM Viewed: 11/9/2021 7:40:27 PM Signed: 11/9/2021 7:40:33 PM</p>
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

<p>Cheryl Berry cheryl.berry@milwaukeecountywi.gov Executive Assistant - Child Support Milwaukee County Security Level: Email, Account Authentication (None)</p>		<p>Sent: 11/9/2021 7:40:38 PM</p>
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

<p>County Executive David Crowley David.Crowley@milwaukeecountywi.gov Milwaukee County Executive Milwaukee County Security Level: Email, Account Authentication (None)</p>	 Signature Adoption: Uploaded Signature Image Using IP Address: 204.194.251.3	<p>Sent: 11/9/2021 7:40:37 PM Viewed: 11/10/2021 11:35:00 AM Signed: 11/10/2021 11:35:05 AM</p>
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

<p>Corporation Counsel Signing Group: Corporation Counsel Security Level: Email, Account Authentication (None)</p>		
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

<p>Lynn Fournier lfournier@rossprov.com Security Level: Email, Account Authentication (None)</p>		
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Process

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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<p>AP Copy APcontracts@milwaukeecountywi.gov Security Level: Email, Account Authentication (None)</p>		
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Electronic Record and Signature Disclosure:

Carbon Copy Events	Status	Timestamp
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Accepted: 6/1/2021 7:49:55 AM
ID: 277c9bf9-4872-4c44-b14a-76b235e8006d

Joseph Lamers
Joseph.Lamers@milwaukeecountywi.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	10/28/2021 4:07:54 PM
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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In Process

CONSUMER DISCLOSURE

From time to time, Wisconsin Milwaukee County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Wisconsin Milwaukee County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: plee@milwcnty.com

To advise Wisconsin Milwaukee County of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at plee@milwcnty.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Wisconsin Milwaukee County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to plee@milwcnty.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Wisconsin Milwaukee County

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to plee@milwcnty.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">• Allow per session cookies• Users accessing the internet behind a Proxy Server must enable HTTP

1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Wisconsin Milwaukee County as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Wisconsin Milwaukee County during the course of my relationship with you.